

REQUEST FOR PROPOSAL

Parking Management Services

For

Office of State Buildings



Bid Number: 107OSB-22-1314-OFC

Proposal Opening Date: April 26, 2022

Proposal Opening Time: 10:00 AM

**State of Louisiana
Office of State Procurement**

March 7, 2022

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REQUEST FOR PROPOSAL FOR PARKING MANAGEMENT SERVICES

PART I: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595 from bona fide, qualified Proposers who are interested in providing Parking Services Management and Operations.

1.2 Background

The Office of State Buildings (OSB), an agency within the State of Louisiana, Division of Administration (DOA) currently maintains and operates forty (40) facilities with (4) parking garages totaling over six (6) million square feet. Included among the facilities are many office buildings that house various state agencies providing service to the public. The mission of the Office of State Buildings is to provide for the operations, maintenance and safety/security within and around all building facilities under the Division of Administration jurisdiction. Four (4) regional divisions perform operations and maintenance: Alexandria/Lafayette Region, Shreveport/Monroe Region, New Orleans Region, and the Baton Rouge Region.

1.3 Goals and Objectives

The Division of Administration desires to provide cost effective services from private sector parking management providers to provide comprehensive parking management as found in this RFP.

1.4 Term of Contract

The term of any contract resulting from this solicitation shall be for an initial period of three (3) years to begin on or about July 1, 2022 and to end June 30, 2025, unless otherwise terminated in accordance with the termination provisions of the Contract. At the option of the State of Louisiana and acceptance of the Contractor, the contract may be extended for two (2) additional years at the same prices, terms, and conditions. Total contract time may not exceed sixty (60) months.

1.5 Definitions

- A. Agency- Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this State authorized to participate in any contract resulting from this solicitation.
- B. Capitol Park Parking Facilities or Premises – include all parking garages, stairwells, elevators, entrance ramps, entrance signs and parking equipment owned and operated in the Capitol Park Parking Garages.

- C. Claiborne Parking Garage – the parking garage adjacent to the Claiborne building located at 1201 North Street.
- D. Contractor – Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.
- E. Discussions- For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- F. Galvez Parking Garage – the parking garage located at the corner of North Street and North 5th Street.
- G. LaSalle Parking Garage – the parking garage located at the corner of North Street and 3rd Street.
- H. May - The term “may” denotes an advisory or permissible action.
- I. Must - The term “must” denotes mandatory requirements.
- J. Proposer – A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.
- K. Shall – The term “shall” denotes mandatory requirements per La. R.S. 39:1556(52).
- L. Should – The term “should” denotes a desirable action.
- M. State - The State of Louisiana.
- N. Welcome Center Parking Garage (WCPG) – the parking garage located at the corner of North Street and Lafayette Street.

1.5.1 Acronyms

- A. DOA – Division of Administration
- B. CAR – Corrective Action Request – The Office of State Buildings will provide an electronic deficiency notification to the Contractor for non-compliant, unsatisfactory and/or incomplete work. This notification will include the specific deficiency along with an estimated value.
- C. DOA – Division of Administration
- D. OFC – Office Facilities Corporation
- E. OFSS – Office of Finance and Support Services
- F. OSB – Office of State Buildings
- G. OSP – Office of State Procurement

H. PARCS – Parking And Revenue Control System

I. POF – Pay On Foot

J. RFP – Request for Proposal

1.6 Schedule of Events

| | <u>Date</u> | <u>Time (CT)</u> |
|------------------------------------------------------------|-----------------|------------------|
| 1. RFP posted to LaPAC; and Blackout Period begins | March 7, 2022 | 10:00 AM |
| 2. Mandatory Pre-Proposal Conference | March 22, 2022 | 10:00 AM |
| 3. Deadline to receive written inquiries | March 29, 2022 | 10:00 AM |
| 4. Deadline to answer written inquiries | April 5, 2022 | 10:00 AM |
| 5. Proposal Opening Date (Proposal Submission Deadline) | April 26, 2022 | 10:00 AM |
| 6. Oral discussions with Proposers, if applicable | To be scheduled | |
| 7. Best and Final Offer with Proposers, if applicable | To be scheduled | |
| 8. Notice of Intent to Award to be issued | To be scheduled | |
| 9. Contract Initiation | To be scheduled | |

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.

1.7 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Buildings. Contact information for the RFP Contracting Officer is provided in **Section 1.12.2** of this RFP.

It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to submit a response to this Request for Proposal.

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

Proposals may be mailed through the U. S. Postal Service to our box at:

Office of State Buildings
P. O. Box 44001
Baton Rouge, LA 70804

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the Office of State Buildings. The Office of State Buildings must receive the proposal by the date and time specified in Section 1.6 Schedule of Events.

Proposals may be delivered by hand or courier service to our physical location at:

Office of State Buildings
1928 North 3rd St.
Baton Rouge, LA 70802

Important - - Clearly mark outside of envelope, box or package with the following information and format:

- **Proposal Name: Parking Management Services for Office of State Buildings**
- **Bid Number: 107OSB-22-1314-OFC**
- **Proposal Opening Date and Time: March 15, 2022 at 10:00 AM**

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the Office of State Procurement physical location. The Office of State Procurement is not responsible for any delays caused by the Proposer's chosen means of proposal delivery. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

All proposals shall be received by the Office of State Buildings **no later than the date and time shown in the Schedule of Events.**

NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.

1.8 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. **Cover Letter:** The cover letter should be submitted on the Proposer's official business letterhead and should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

ATTENTION: Please indicate in the Cover Letter which of the following applies to the signer of the proposal. Evidence of signature authority shall be provided upon the State's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendams as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Office of State Buildings before contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies, a copy of the resolution, certification or other supportive documents should be attached to the Cover Letter.**
3. The Proposer has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Buildings before contract award.**
4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Procurement.

The cover letter should also:

- Identify the submitting Proposer and provide their federal tax identification number;
 - Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
 - Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.
- B. **Table of Contents:** Organized in the order cited in the format contained herein.
- C. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, volume of merchants, experience in operating automated parking facilities and PARCS. Describe your company's experience with converting manual cashiering operations to automated PARCS equipment and provide locations where you have performed similar projects, with references.
- D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements. The Proposer's proposal response should give detailed responses to all the requirements and not just include a response of Yes and/or No.

- E. **Innovative Concepts:** Presentation of innovative concepts, if any, for consideration.
- F. **Project Schedule:** Detailed schedule of implementation plan for pilot (if applicable) and full statewide or agency implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- G. **Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted in accordance with Exhibit "B" of this RFP. Prices proposed shall be firm for the duration of the contract (*unless there is some provision in the RFP for price escalation*). This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State.

If submitting by hard copy (printed) the Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as "FINANCIAL PROPOSAL".

If submitting online, the Financial Proposal should be a separate file from the Technical Proposal and should be clearly marked as "Financial Proposal".

1.9 Number of Response Copies

For hard copy submission:

Each Proposer shall submit one (1) signed original response.

Each Proposer should submit the following:

- 3 additional copies of the proposal
- One (1) redacted copy of proposal, if applicable (See **Section 1.11** of this RFP)
- One (1) "searchable" electronic copy of proposal on two (2) separate USB flash drives. The searchable electronic copy should be provided as one (1) file.
- One (1) electronic redacted copy of proposal on a USB flash drive, if applicable (See **Section 1.11** of this RFP). The electronic redacted copy should be provided as one (1) file.

1.10 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

1.11 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The financial proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked

as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer’s confidential data.

If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential”, the Proposer agrees to indemnify and defend (including attorney’s fees) the State and hold the State harmless against all actions or court proceedings that may ensue which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified

proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

1.12 Proposal Clarifications Prior to Submittal

1.12.1 Mandatory Site Visits and Pre-Proposal Conference

A **Mandatory** pre-proposal conference will be held at Office of State Buildings on March 22, 2022. Prospective Proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. **Any firm intending to submit a proposal should have at least one duly authorized representative attend the Pre-proposal Conference.** The Proposer should bring a copy of the RFP, as it will be used as the agenda for the Pre-proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions via an addendum to this RFP.

1.12.2 Proposer Inquiry Periods

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires *responsible and interested* Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries **MUST** be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during the Pre-proposal conference). All inquiries must be received by the Inquiry Deadline date set forth in **Section 1.6 Schedule of Events** of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation should be delivered to the State's contact person for this solicitation, Calvin Mayeux, by mail, express courier, e-mail, hand, or fax:

Office of State Buildings

Attention: Calvin Mayeux

P. O. Box 44001

Baton Rouge, LA 70804

E-Mail: calvin.mayeux@la.gov

1928 North Third St.

Baton Rouge, LA 70802

Phone: (225) 219-4800/ Fax: (225) 219-4810

Only the person identified above or their designee has the authority to officially respond to Proposer's questions on behalf of the State, including during the Blackout Period. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the Office of State Procurement LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any State employee or State consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Buildings is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the Director of State Buildings at least two (2) days prior to the deadline for submitting proposals.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website (<https://www.doa.la.gov/doa/osp/>). In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:

https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_req

Help scripts are available on OSP website under vendor resources at:

<https://www.doa.la.gov/doa/osp/vendor-resources/>

1.12.3 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, Bidder, or its Agent or Representative, is prohibited from communicating with any State employee or Contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to State employees, but also to any Contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per **Section 1.12.2** of this RFP. All communications to and from potential Proposers, Bidders, Vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent Contractor, the State and the incumbent Contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent Contractor and/or its representative(s) discuss the blacked-out procurement.

Any Bidder, Proposer, or State Contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the Proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or Bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for Bidders or Proposers;
3. Oral presentations during the evaluation process; or
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

1.13 Errors and Omissions in Proposal

The State will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

1.14 Performance Bond

The successful Proposer shall be required to provide a performance (surety) bond in the amount equal to 20% of the total contract price for the first year of the contract, and renewal every 12 months during the contract term to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the State. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The performance bond is to be provided within ten (10) working days from request. Failure to provide within the time specified may cause your offer to be rejected.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

1.15 Fidelity Bond Requirements

The Contractor shall be required to provide a Fidelity Bond in the amount of \$25,000 to protect the State from loss resulting from acts of crime or fraud perpetrated either by the Contractor, its agents or subcontractors or against the Contractor, its agents or subcontractors. The Office of State Buildings shall be the named beneficiary.

The fidelity bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. This bond will be required prior to execution of the contract.

1.16 Changes, Addenda, Withdrawals

The State reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

1.17 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Office of State Buildings.

1.18 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

1.19 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

1.20 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the State to do so. Further, the State reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

1.21 Ownership of Proposal

All materials submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to Proposers. Any copyrighted materials in the response are not transferred to the State.

1.22 Cost of Offer Preparation

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

1.23 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

1.24 Taxes

Any taxes, other than State and local sales and use taxes, from which the State is exempt, shall be assumed to be included within the Proposer's cost.

1.25 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.26 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. The State shall consider the

selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.27 Use of Subcontractors

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to its contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime Contractor to use subcontractors, the State urges the prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance.

1.28 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's objectives; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made by the Proposer during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

1.29 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

1.30 Independent Price Determination

By submitting a proposal, the Proposer certifies that the price submitted was independently arrived at without collusion.

1.31 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer most advantageous to the State with whom the State shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected by the State. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

The State Evaluation Committee may consult Subject Matter Expert(s) (SMEs) to serve in an advisory capacity regarding any Proposer or Proposal. Such input may include, but not limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

Written recommendation for award shall be made to Office Facilities Corporation for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if it is considered in the best interest of the State.

1.32 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

The written invitation will not obligate the State to a commitment to enter into a contract.

1.33 Contract Negotiations

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most advantageous to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the State may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost effective pricing available from the Proposers. OSP must approve the final contract form and issue a purchase order, if applicable, to complete the process.

1.34 Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the State.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample generic contract in **Attachment A.1 & A.2** of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is executed. The State's mandatory terms and conditions including but not limited to those contained in **Section 1.24** of this RFP are not negotiable. If applicable, a Proposer may submit or refer to a Master Agreement entered into by the Contractor and the Office of State Procurement in accordance with La. R.S. 39:198(J).

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **seven (7) calendar** days of delivery of it, the State may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.

Award shall be made to the Proposer with the highest score, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State intends to award to a single Proposer.

1.35 Notice of Intent to Award

Upon review and approval of the evaluation committee and agency's recommendation for award, OSB will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract and approval by the Division of Administration, Office of State Procurement. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the State, the State may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous responsible Proposer.

OSB will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et. seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the Director of State Buildings, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

1.36 Debriefings

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Office of State Buildings. Contact may be made by phone at (225) 219-4800 or E-mail to calvin.mayeux@la.gov.

1.37 Insurance Requirements

Contractor shall furnish the State with certificates of insurance effecting coverage(s) required by this RFP in accordance with **Attachment B Insurance Requirements for Contractors**. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in **Attachment B Insurance Requirements for Contractors** for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

1.38 Subcontractor Insurance

The Contractor shall include all subcontractors as insured's under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

1.39 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action no later than six (6)

months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.40 Payment

1.40.1 Payment for Services

The Contractor/Contractors shall submit a monthly request for payment, comprised of 1/12th the annual total stated in pricing schedules (**Exhibit "B"**). Invoices for Hourly Rates shall be submitted in accordance with prices schedules (**Exhibit "B"**).

All invoices shall be submitted to the Office of State Buildings at the following address:

Office of State Buildings
P.O. Box 44001- Capitol
Baton Rouge, La. 70804-4001

Physical Address:
Office of State Buildings
1928 North Third Street
Baton Rouge, La. 70802

Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by OSB. Invoices shall include the purchase order

number, dates of service and services provided. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

Any and all Corrective Action Requests (CAR) which is unresolved or not corrected will be assessed and valued by the Office of State Buildings and subsequently reduced from the Parking Management Services Provider's monthly payment request.

1.40.2 Late Payments

Interest due by a State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

1.40.3 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Contractor(s) electronically. The methods of payment may be via the State's LaCarte card (procurement card), or EFT payments sent directly from the State's bank directly to the payee's bank. Please see **Exhibit "C" Electronic Vendor Payment Solution** for additional information regarding electronic payment methods.

1.41 Termination

The State of Louisiana has the right to terminate the contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

1.41.1 Termination of the Contract for Cause

The State may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

1.41.2 Termination of the Contract for Convenience

The State of Louisiana may terminate the contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables

in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

1.41.3 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

1.42 Assignment

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.43 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the proposal.

Neither the State nor Agency obligates itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

1.44 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the Office of State Buildings, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.45 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

1.46 Record Retention

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

1.47 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the contract.

1.48 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

1.49 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior written approval of OSB.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

1.50 Substitution of Personnel

The State intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

1.51 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200

(Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with regard to all activities associated with this RFP process shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.52 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1671-1673.

1.53 Proposer's Certification of No Federal Suspension or Debarment

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

1.53.1 Proposer's Eligibility

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings which could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation, suspension or debarment exists, proposer shall so state.

1.53.2 Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

1.54 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

1.55 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

1.56 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

1.57 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

1.58 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with federal statutes required in the Anti-Lobbying Act and the Debarment Act.

1.59 Warranties

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this solicitation. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

1.60 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

1.61 Proposer's Cooperation

Any Proposer has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if an eventual

contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede the State's right to audit or to withhold State owned documents.

1.62 Security

Contractor's personnel shall comply with all security regulations in effect at the State's premises, the Information Security Policy at <https://www.doa.la.gov/doa/ots/about-us/infosec/> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

1.63 Prohibition of Discriminatory Boycotts of Israel

In accordance with La. R.S. 39:1602.1, the following applies to any Proposal with a value of \$100,000 or more and to Proposers with five (5) or more employees:

By submitting a response to this solicitation, the Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false and to terminate any contract awarded based on such a false response.

1.64 Key Internal Control Outsourcing

The State of Louisiana/Office of State Buildings will require the Contractor and/or subcontractors, if performing a key internal control, to provide some form of assurances that internal controls over the process being administered by the contractor for the user agency is operating properly. The assurances provided by the contractor may be in the form of SOC I and/or type II reports resulting from independent SSAE 18 engagement of internal controls, quality assurance reports, or other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. If an SSAE 18 review is required, the audit firm will conduct tests of the contractor's activities and render an independent opinion on the operating effectiveness of the controls and procedures.

Other forms of assurances may be required by the State Agency. The Contractor may be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV & V), or other internal project/program reviews or audits.

These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. If a SSAE 18 review or audit is required of the Contractor, an audit firm will submit to the State Agency and/or Contractor a final report on controls placed in

operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the State Agency with an exact copy of the report within thirty (30) calendar days of completion. When required by the State Agency, such audits may be performed annually during the term of the Contract. The Contractor shall agree to implement recommendations as suggested by the audits within three (3) months of report issuance at no cost to the State Agency. The cost of the SSAE 18 engagement is to be borne by the Contractor and it shall be included in the cost being proposed in response to this RFP.

PART II: SCOPE OF WORK/SERVICES

2.1 Scope of Work/Services

This Request for Proposals (RFP) is to solicit offers for professional parking management services to the State of Louisiana in operating, and performing designated maintenance functions for the Welcome Center, LaSalle, Galvez and Claiborne Parking Garages as detailed in **Appendix A** scope of services.

It is the intent of this RFP to obtain proposals for the Welcome Center, LaSalle, Galvez and Claiborne Parking garage facilities. The term of this Contract is three (3) years with an optional renewal of the contract for two (2) additional consecutive years (subject to agreement by both parties).

Complete full size floor plans/ layouts for each of the garages are available for review at the Office of State Buildings. Reduced copies of floor plans for the garage are provided in the RFP package in **Exhibit "A"**.

Contractor shall be responsible to provide all labor, material, and supervision necessary to perform the services described herein.

2.2 Deliverables

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

- The Contractor will be responsible for all corrective/unscheduled maintenance and preventative maintenance (including pre-existing conditions) and repair services along with their associated costs for all parking equipment.
- The Contractor will be responsible for all costs (management, labor, materials, travel, tests, etc.) at the fixed annual cost provided in **Exhibit "B"** Pricing Schedule.
- Deliverables will be documented via work requests issued by the Office of State Buildings.

2.3 Price Schedule

Prices proposed by the Proposers shall be submitted on the price schedule furnished herein on **Exhibit "B"**. Prices submitted shall be firm for the term of the contract. Prices shall include delivery of all items free on board (FOB) destination.

2.4 Location

The location(s) the work/delivery/service is to be performed, completed and managed is/are at

- Claiborne Garage 1201 North Third Street, Baton Rouge, LA 70802
- Galvez Garage 504 North Fifth Street, Baton Rouge, LA 70802
- LaSalle Garage 521 Third Street, Baton Rouge, LA 70802
- Welcome Center Garage 702 River Road, Baton Rouge, LA 70802

2.5 Proposal Elements

2.5.1 Financial

Proposal shall include prices per the schedule furnished in **Exhibit B**, as well as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish the State to consider.

2.5.2 Technical

Experience and reliability of the Proposer's organization are to be considered in the evaluation process. Therefore, the Proposer is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP. The Proposer should provide evidence of the Proposer's proven leadership in Parking Management Services contracts.

The Proposers shall describe their background, relevant experience and qualifications, including, but not limited to the following:

- **Financial Stability**

The Proposer shall provide with their proposal response financial information that will allow the proposal evaluation team to ascertain the financial stability of the firm.

- If a public company, the Proposer will provide their most recent audited financial report.
- If a private company, the Proposer will provide a copy of their most recent internal financial statement and a letter from their financial institution on the financial institution's letterhead, stating the Proposer's financial stability.

- **Company Structure**

The Proposer shall include in the proposal response the legal form of their business organization, the state in which incorporated (if a corporation), the types of business ventures in which the organization is involved, the office location that will be the point of contact during the term of any resulting contract, and a chart of the organization structure, including the reporting relationships, as they relate to this RFP. The Contractor's office or reporting station shall be answered by a person on a 24 hour a day basis, seven (7) days a week, 365 days a year.

Answering machines, voice mail or other automated services shall not be acceptable.

- **Experience**

Provide evidence which demonstrates that the Proposer meets or exceeds each of the following MINIMUM REQUIREMENTS:

- A minimum of five (5) years in the parking operation business.
- Currently operating a multi-level parking structure(s)
- Experience in operation a mix of daytime/nighttime parking and special event parking.
- Experience with computerized parking revenue equipment

The Proposer must have at a minimum of five (5) full consecutive years as a provider of Parking Services Management and Operations, and shall provide a list of clients, minimum of five (5) for whom these services have been performed during the previous five (5) years. This listing must include:

- Company name
- Dates of service
- Name of contact person
- Title of contact person
- Telephone number of contact person (must be current and working)
- Fax number of contact person (must be current and working)
- Email address of contact person (must be current and working)

The Proposer must also provide their experience regarding computerized parking revenue equipment.

- **Project Team**

The organization, management and communication of the project team to perform the work required in this RFP should be clearly described. The relevant experience and qualifications of those individuals assigned to key positions on this project should be clearly described. Clearly describe each project team member's involvement.

- **Quality Control**

The Proposer must clearly describe the quality control processes used in previous contract facility maintenance services and this project team's involvement in those processes. Proposer must clearly describe the process of quality control that will be used with this project in order to insure a high level of quality services. Individuals responsible for quality control activities on this project should be included in the description as well as a Schedule of Quality Control Activities.

- **Contracts Terminated**

The Proposer should identify current and past client(s) contract(s) terminated, the reasons for the termination and the name and telephone number of the contract administrator from the former contracting agency, in order to verify any contracts terminated for cause. Failure to identify current and past clients and to provide a current and working telephone number, fax, and email address may result in a rejection of the proposal.

- **Business Litigation**

The Proposer should list all tort and civil rights lawsuits against the Proposer or principal since 2008, settled or lost by the Proposer, the issues involved and the settlement reached or consent orders entered in connection with the suits. Note: Failure to reveal the settlement reached or consent orders entered for any lawsuit for whatever reason, may result in a rejection of the proposal.

- **Client Satisfaction**

The Proposer should provide information related to previous and current services/contracts performed by the Proposer organization and any proposed subcontractors that are similar to the requirements of this RFP. In addition, the Proposer should obtain the signature of the contact person referenced verifying that the information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Louisiana in order to discuss the services. The State reserves the option to request additional information regarding the services and possibly visit site locations where the Proposer has provided or currently provides Parking Services Management and Operations. In order to facilitate obtaining the needed information, the following information is to be provided:

- Name, address, email address and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- Dates of the service/contact; and
- A brief, written description of the specific prior services performed and requirements thereof.

The Proposer shall identify the proposed subcontractors and the service and/or product each proposed subcontractor will provide. The Proposer should provide sufficient information/submittals to document the proposed subcontractors experience providing the service and/or product.

- **Method of Performance**

The method by which the proposed method of performance is written is left to the discretion of the Proposer. The following method may be used: Via an exhibit or in any other appropriate format, identify each specific paragraph and subparagraph of the RFP requirements by paragraph number as an item for discussion. Immediately below the number, write a description of how, when, with what, to what degree, where, etc., the requirements will be satisfied and otherwise detail the Proposer's understanding of the requirements and ability to successfully perform.

In presenting the method of performance, the Proposer shall submit or describe the following:

- Response for meeting the requirements of the Office of State Buildings for maintaining the facilities at the highest possible standard and in compliance with all appropriate life, safety, environmental, and aesthetic issues and/or requirements.
- Level of service and capabilities that will be provided during the start-up period in order to assure that the Office of State Buildings garages are fully operational prior to the start of the parking management services.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider.

2.5.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Each Proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: <https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar or percentage value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

In performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at: <https://www.doa.la.gov/doa/osp/vendor-resources/hudson-se-veteran-initiatives/>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at:

<https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

PART III: EVALUATION

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

| Evaluation Criteria | Possible Points |
|------------------------------------------------------|------------------------|
| Technical Proposal (Section 3.1) | 58 |
| Financial Proposal (Section 3.2) | 30 |
| Veteran and Hudson Initiative (Section 3.3) | 12 |
| Total Possible Points | 100 |

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

For a Proposer to proceed to the Financial Proposal and Veteran and Hudson Initiative evaluation, the Proposer shall achieve a minimum score equivalent to fifty percent (50%) of the possible points assigned to the Technical Proposal. Any Proposal failing to receive the minimum score at the completion of the detailed evaluation of the technical proposals will not be evaluated further and will be ineligible for award.

The scores for the Technical Proposals, Financial Proposals, and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.1 Technical Proposal

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the State Evaluation Committee in the evaluation of the technical proposal. Such factors include:

- **Company Background and Experience**
- **Service and Support Requirements**
- **Approach and Methodology**
- **Implementation/Orientation Plan**
- **Risk Factor**
- **Innovation**

3.2 Financial Proposal

The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as “FINANCIAL PROPOSAL”.

The following financial criteria will be evaluated: Monthly rate, hourly rate, special event rates & cost to automate garages.

Prices proposed by the Proposers shall be submitted on the price schedule furnished in **Exhibit B**. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost. (Alternate, if applicable: ...will be used in the Financial Evaluation Model to calculate lowest evaluated cost.)

A Proposer's base cost score will be based on the cost information provided in **Exhibit "B"** and computed as follows:

$$BCS = (LPC/PC \times FPP)$$

Where: BCS = Computed cost score (points) for Proposer being evaluated
 LPC = Lowest proposed cost of all Proposers
 PC = Total cost of Proposer being evaluated
 FPP = Financial Proposal Points

Note: The Proposer must include an itemized listing of all expenses or fees, if applicable, (including travel) that are expected to be paid by the agency. Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of State travel will be subject to prior approval by the Secretary of the agency or his/her designee.

3.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

Proposer Status and Allotment of Reserved Points

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage extent of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

PART IV: PERFORMANCE STANDARDS

4.1 Performance Requirements

The Contractor shall operate and maintain the garages for the State of Louisiana in accordance with the provisions stated in this RFP, in particular Part V: Appendix A, Scope of Work. The following standards shall apply:

- The Contractor shall manage and operate the parking facilities to render first class, courteous service to all persons utilizing the facilities.
- The Contractor shall be subject to said rules, regulations, schedule of rates, fees and charges, along with any revision thereof as prescribed by the State.
- The Contractor shall have written approval from OSB before erecting, displaying or maintaining any type of signage.
- The Contractor is responsible for all janitorial and pest control services, inclusive of all personnel, costs, materials and equipment.

4.2 Performance Measurement

The Office of State Buildings may issue corrective action requests (CAR), to the Contractor for any managerial tasks/actions and/or any preventive/scheduled or corrective/unscheduled maintenance task/actions performed by the Contractor that are determined to be deficient in any manner. The Contractor must rectify the deficient performance within three (3) business days or provide a corrective action plan that outlines procedures/timelines for accomplishing the corrective action(s). All costs associated with any re-work as a result of deficient management, workmanship and/or performance shall be the sole responsibility of the Contractor.

Note that any and all outstanding corrective action requests (CAR's) within a billing period will be cause for withholding monies from the submitted Contractor invoice. An estimated cost/value will be determined via discussions/consultation between the designated Contractor representative(s) and Office of State Buildings representatives. The ultimate determination of the cost/value of the CAR will be determined by the Office of State Buildings. The withholding of payment shall in no way be misconstrued as a penalty against the Contractor, but as a means to insure corrective actions are taken in order to meet the specified requirements.

4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State

Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

PART V. ATTACHMENTS

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1.0 License and Use of Premises

License- the State of Louisiana will grant and convey to the successful proposer ("Contractor") an exclusive license to operate, manage and control for the Contract Term and any Renewal Term and upon the covenants, agreements and conditions set forth in this Request for Proposal and all of its Attachments, all the public parking contained in the Capitol Park Parking Facilities Garages.

Use and Operation- Contractor shall be licensed to use the Premises only as a parking and storage facility for vehicles and any other purposes incidental thereto, including the right to place

any personal property or trade fixtures on the Premises subject to approval of the Office of State Buildings.

Contractor shall institute effective revenue control procedures for the Parking Facilities including (i) procedures to control ingress and egress to the Premises, (ii) procedures for collection of proper fees in accordance with an approved rate schedule, and (iii) staffing uniformed attendants, trained and disciplined to perform their duties in an efficient and courteous manner, who shall be on duty at such time and with personnel in such numbers as to accommodate all persons utilizing the parking garages facilities.

Due Diligence- Contractor agrees to use reasonable diligence in the care and protection of the Capitol Park Parking Facilities during the term of this Agreement and to surrender said premises at the termination of this Contract in as good conditions as received, ordinary wear and tear expected.

1.1 Standards of Operation

1.2 Compliance

The Contractor shall operate and manage the garages with energy, fidelity, high standards of customer service, courtesy, and diligence and in full compliance with all terms of this Contract and will follow all specifications set for in this RFP. The Contractor recognizes the special interest of the State of Louisiana to render the highest possible quality of courteous service to all customers of the parking system. Contractor further agrees and covenants that the State of Louisiana will have full and complete further authority in determining compliance by Contractor with the standards specified herein, and will at its discretion enforce these standards to the fullest extent as set out in this Contract.

1.3 Equipment and Supplies

Contractor shall furnish any and all materials and supplies necessary to properly perform the required activities as specified under the Contract. Contractor shall furnish, at a minimum, basic operating and maintenance equipment and supplies as required to operate the garages.

1.4 Standards

The Contractor shall operate, maintain and repair the garages for the State of Louisiana in accordance with the pursuant to provisions of this RFP and subject to such rules and regulations and schedule of rates, fees, and charges including any revision thereof, from time to time in effect, as prescribed by the State. It is understood by the parties that nothing herein shall operate, manage, and perform prescribe limited maintenance to the garages in compliance with industry standards which prevail in connection with the operation of a first class parking operation of comparable size and in accordance with the following standards:

1.4.1 The Contractor shall maintain the Capitol Park parking facilities in a neat and orderly fashion acceptable to the State of Louisiana and Office of State Buildings standards.

1.4.2 The Contractor shall provide high quality maintenance appropriate for the multi-level parking facility with suitable care for aesthetic, architectural, access equipment, and other related aspects and elements in a manner consistent with the maintenance and treatment recommendations as specified by the applicable manufacturer or supplier of each element.

1.4.3 The Contractor shall operate the parking facilities to render first class, high quality, and courteous service to all persons utilizing the parking garage.

1.4.4 Signs- contractor shall not erect maintain or display any signs or other advertising without first obtaining the written approval of the Office of State Buildings.

1.5 Contractor Responsibility

1.5.1 The Contractor will be responsible for the following maintenance related items:

1.5.2 Janitorial and Pest Control Services, inclusive of all manpower and materials/equipment.

1.5.3 Garbage collections and pickups; designated trash receptacle locations and number will be determined and agreed upon by the Contractor and the Office of State Buildings. Provide dumpsters at approved location with pickup interval not to exceed (7) days.

1.5.4 Parking equipment, kiosk and signage.

Items not expressly indicated herein will become the responsibility of the State. Any item can, however, be added to the Contract, subject to an agreed upon amount between the Contractor and the State of Louisiana.

1.6 Owner Responsibility

The State of Louisiana will be responsible for any structural repairs, plumbing repairs, electrical repairs, and elevator maintenance and repairs.

The Office Facilities Corporation shall pay the management fees on a monthly basis in twelve (12) equal monthly payments.

The Contractor's Management fee is to include general administrative expenses, salaries, and fringe benefits of personnel, and all expenses incurred away from the facilities including but not limited to: accounting, payroll processing, claims, accounts receivable billing, and other data processing, sales tax, late charges and penalties, business license, bond premiums and all insurance.

1.7 Services by Contractor

1.7.1 The Contractor shall provide and perform services related to revenue collections, recording, deposit, and reporting of parking fees as follows:

1.7.2 Provide and maintain under the Contract a qualified staff with sufficient accounting experience and knowledge to perform a variety of accounting functions as may be required by the Division of Administration (DOA) and the Office of Financial Support Services (OFSS).

1.7.3 The Contractor shall follow generally accepted accountability controls and shall collect count and verify all receipts for operation of the Parking Facilities. The Contractor covenants and agrees that any and all gross revenues of the Welcome Center, LaSalle and Galvez Parking Garages, including collection of rates, fees, charges, and all other income derived or arising from or in connection with the operations of these garages shall be collected and deposited daily (or, for weekends or holidays on the next business day), in a bank designed by OFSS. The Contractor

shall file with the State a statement of the amount of each such daily deposit in the form of a receipted deposit slip stating the full identification of revenue type, facility and amount of each deposit.

1.7.4 Provide sufficient staff and/or equipment so that there shall be efficient entry and egress to parking garages during all operation hours. The allocation of personnel and equipment shall be allowed to the discretion of the proposer, subject to the review and approval of the State. It should be re-iterated that the State is attempting to achieve the best and most cost effective resolution for the management of these garages and will consider all options. There will be a requirement, however, for a minimum of one employee to be stationed at the facilities at all times during operating hours.

OPERATING SCHEDULES

- LASALLE PARKING GARAGE- Hours of Operation
Open 24/7

- Note: the LaSalle Garage is outfitted with specialized automated parking equipment to negate the need for a human cashier.

Porters on duty, Monday- Friday (Total of 12 hours per day-week days)
1 Porter from 5 AM- 1 PM (8 hours per day)
1 Porter from 5 PM- 9 PM (4 hours per day)
NO WEEKEND HOURS

- GALVEZ PARKING GARAGE –Hours of Operation

Open 5 AM-9 PM Monday-Friday

Open 5:30 AM-3 PM Saturday

Closed Sunday

Cashiers on duty, Monday-Friday

North Street—5 AM to 9 PM

Main Street—3 PM to 5:30 PM

Porter on duty, Monday – Friday 5 AM – 1 PM / 5 PM – 9 PM

- CLAIBORNE PARKING GARAGE—Hours of Operation

Porter—5 AM—11 AM Monday- Friday Note: This is an Employee Only garage

- WELCOME CENTER PARKING GARAGE—Hours of Operation

- Note: the Welcome Center Parking Garage is outfitted with specialized automated parking equipment to negate the need for a human cashier.

Open 6 AM – 6 PM Monday-Friday

Closed Saturday-Sunday

1 Porter/Citation Officer from, Monday – Friday 6 AM - 2 PM

1.7.5 Provide sufficient staff and equipment to provide effective traffic control within the parking garages. NOTE: Contractor is responsible for providing traffic control personnel sufficient to meet any special event requirements. All special event traffic control plans, including use of security, are subject to approval by Director of the Office of State Buildings or his designee. Security personnel may be used only as supplemental traffic control assistance as approved by the Director.

1.7.6 Keep all revenue and traffic control equipment in the parking garages in good repair and operation condition, normal wear and casualty expected. The equipment manufacturer's authorized repair agents (at the Contractor's cost) shall do all repair work other than minor adjustment including casualty damage (auto accident). NOTE: At the end of the Contract, all equipment must be in fully operational condition.

1.7.7 Parking Operations Supplies—Contractor shall purchase any and all regular and special event parking tickets, validation stamps, bank deposit slips, and all other devices used in the parking and revenue control system. The Office of State Buildings shall approve the form, format, colors, and wording of all such items. Contractor shall be responsible for the storage, control, and accounting for all parking or revenue control items.

1.7.8 Perform high quality housekeeping on the premises to keep the garages and premises clean and free to trash at all times. Contractor shall provide means for trash disposal at Contractor's sole cost. Minimum size and location of dumpsters is subject to the approval by the Office of State Buildings.

1.7.9 Clean and paint all parking equipment, inclusive of booths, on annual basis.

1.7.10 Post and maintain professionally prepared parking rate signs at each entrance and exit. The Office of State Buildings shall provide final design approval for these.

1.7.11 Furnish forms, uniforms and tools, and any and all materials, equipment, and supplies needed for the efficient operation of its business.

1.7.12 Promptly report any damages in the parking garages or equipment caused by the negligent acts or omissions of its employees, agents, or contractors. Notification method shall be provided as per direction by OSB.

1.7.13 Promptly and courteously respond to complaints or problems of patrons. Notify the Department of Public Safety (Capitol Detail, Lt. Ray Alexander) of all complaints.

1.7.14 Provide traffic control devices in each garage as required for required traffic flow and parking, including but not limited to:

- 1) Cones with reflective tape, with stenciling (Qty-25, with reflective markings)
- 2) Traffic barricades (Qty- 50, 8 ft. barricades with reflective markings)
- 3) Removable land dividers as required

1.8 Emergency Services

Contractor shall administer emergency services, free of charge to parking patrons. The services will include, but not limited to:

- 1) Jump starting vehicles:
- 2) Inflate low/flat tires
- 3) Car search/ locating assistance
- 4) Provide use of phone for patrons to call for assistance with emergencies.
(Note: Telephone location will be in the management office of each Garage)

1.9 Coordination with Security Contractor

On an “as-needed” basis, the Contractor will be required to work with the Capitol Complex Security provided, currently the Department of Public Safety (DPS)-Capitol Detail. The Contractor shall coordinate with DPS in establishing the contractor’s role in accomplishing the security goals of the Division of Administration. Questions about responsibilities, such as Contractor’s role in traffic control, or other matters involving another State/ DOA contractor, should be directed to the Office of State Buildings.

1.10 Additional Special Services

OSB reserves the right to require Contractor to provide special services, including but not limited to, special event parking at facilities where parking is not a part of the regular schedule (special events occurring at night and/or weekend, such as parades or festivals). Notification will typically be made by OSB by providing Contractor at least two (2) days advance written notice. The fee charged by the management company is to be an itemized hourly rate and included in the submittal for this RFP.

1.11 Parking Rates

1.11.1 General- For the purpose of this RFP, the proposer shall assume that there will be no charge for parking for state employees which have the appropriate identification and approved authorization for their specific parking garage. For the LaSalle Garage, YMCA visitors shall also be required to have their tickets validated to obtain up to 2.5 hours of free parking. All other visitors (except those as prescribed herein) shall be required to pay for all parking at the rates as described in this RFP.

1.11.2 Renegotiations of Parking Rates Schedules—The Contractor may make recommendations to the State of Louisiana concerning change in the parking rate schedules; however, the Contractor acknowledges that the State has sole authority to adjust the rates.

1.12 Contract Parking

Contract lease parking is provided in the Galvez and LaSalle garages. The State of Louisiana reserves the right to discontinue this practice at its sole discretion. All lease parking tenants will be issued access badges similar to badges for State employees and be allowed to park in the respective garage on 24/7/365 basis.

1.13 Accountability Controls

The Contractor shall maintain generally accepted accountability controls for safeguard of the State assets:

1.13.1 Parking Tickets Inventory (daily special and event parking)

1.13.2 Gate Access System, inclusive of computer hardware, software and documentation.

1.13.3 Keys to ticket spitter boxes and gate operators.

1.13.4 Any and all other equipment and supplies provided by the State of Louisiana.

1.14 Contractor's Employees

Contractor shall recruit, hire, train, promote, discipline, and supervise all the personnel employed in the operation and prescribed maintenance of the parking garages. As part of its proposal, Contractor will provide its policies and procedures for hiring and conduction background checks.

Contractor shall use reasonable care to employ and retain employees who are qualified, competent, and trustworthy. Parking employees shall be employees of the Contractor and shall be on the Contractor's payroll. All employees with cash handling responsibilities shall be bonded. Contractor, pursuant to this Contract, shall determine all labor and personnel policies.

1.15 Personnel Report

Contractor shall provide a complete and accurate listing of the names and positions of all Contractors' employees who perform services in the Capitol Park Parking Facilities to the Office of State Buildings (i.e., Operations Manager, Calvin Mayeux) on a monthly basis.

1.16 Personnel Changes

The Office of State Buildings shall have the right to object to the use of any Contractor's employees. Upon objection by OSB, Contractor shall remove the employee from the parking garages. Removed operational staff shall be replaced immediately (or within 24 hours, if operations will not otherwise be disrupted). Failure to replace the removed employee within the 24 hour time period will result in a reduced Contractor's fee for that month. Replacement employees shall be appropriately trained in advance to fill the position.

1.17 Complaints

Upon receipt by the Office of State Buildings of any complaint concerning the conduct, demeanor, or appearance of any of Contractor's employee, the Contractor shall promptly take steps to investigate and correct, where warranted, the condition which gave rise to the complaint.

1.18 Training

Contractor shall establish a comprehensive training program for its employees. Specific areas to be addressed in training of employees shall be accomplished initially by formal instruction. Contractor shall provide a minimum of at least eight (8) hours of on-site training (unless approved otherwise by OSB) to all new hire cashiers/ticket attendants before each such employee assumes duty.

Contractor shall produce written instruction for it personnel to follow. Any employee with responsibility of training another in any area shall demonstrate such knowledge to OSB upon request. Failure to satisfactorily demonstrate knowledge shall be grounds for the determination of unsuitable training program, which shall be considered an event of default hereunder. Written instructions supplying as complete and accurate information as possible shall be written for all personnel.

Written procedures shall be prepared for:

- Any fee computer operation or related equipment
- Any parking control equipment which will be serviced internally

- Emergency procedures, e.g., fire, accident, medical emergency, hold-up, bomb threat, elevator malfunction, freeze, hurricane, flood.
- Accounting policies and procedures
- Customer relations
- Dress Code

Proposer shall list the duties and job responsibilities of all positions in the proposal. Other duties may be added, as they become necessary.

1.19 Janitorial Services

Janitorial services are to be performed by the Contractor in all parking garages. The Contractor shall employ a well-trained staff including individuals who have had training with the types of floor surfaces found in the garages (i.e., concrete parking surfaces as well as tile, etc.), this includes the cleaning of biohazards. The Contractor shall develop a detailed "Maintenance Checklist" to be presented to the Office of State Buildings for approval. This list shall outline each duty that is to be performed in the ongoing maintenance process and clearly stipulate how often the duty is to be performed.

1.20 Preventive Maintenance for Parking Equipment

Contractor shall keep a record of all preventive maintenance performed on parking equipment. Contractor's log of preventive maintenance shall be made available for review by the Office of State Buildings at any time.

Maintenance and repairs are to be performed using equipment manufacturer's authorized repair agents at Contractor's expense on computerized parking access system and related equipment including, but not limited to, ticket spitters, parking kiosk and cashier terminals. Contractor shall provide and install all replacement parts.

To maintain garage parking equipment in good, reliable operating condition, Contractor shall perform, or cause to be performed, a minimum, the following preventive maintenance services.

1.21 Parking Gates

Daily: Check all gate arms for malfunctions and make sure locks are locked. Arm replacements shall be per the following specifications:

Tapered arms of proper length made from wood, painted yellow with black stripes or as required by the Office of State Buildings. Replacement articulated arms shall be accurately assembled to ensure proper operation of gate.

Weekly: clean exterior of cabinet and observe general operation for maintenance as may be required.

Monthly: Lubricate hinge bearing of all articulated gate arms. Check wear of articulated arm required.

Contractor shall be responsible for maintaining any and all chains and bollards.

Semi-annually: Wax exterior of cabinets to maintain good appearance. Vacuum-clean interior of gates. Clean any oil leakage. Lubricate mechanism as specified by the manufacturer. Closely examine all fastening, linkages, and limit switches to abnormalities.

Annually: Painting of bollards is to be performed on an annual basis.

1.22 Ticket Dispensers

Daily: Check time and date and set as required. Check for malfunctions and make sure locks are locked. Check ticket vending and also gate vending when ticket is removed from ticket dispenser throat.

Weekly: Clean exterior of cabinets.

Monthly: Thoroughly vacuum-clean interior of ticket spitter, and in particular, all areas of the dispense mechanism.

Semi-annually: Wax exterior of cabinets to maintain good appearance. Repairs, when required, shall be made by a qualified technician or referred to the equipment manufacturer.

1.23 Card Readers

Daily: Observe that all card readers read card data and properly tend the gates.

Weekly: Clean reader pedestals to maintain good appearance.

Quarterly: Wax pedestals.

1.24 Detectors

Daily: All detectors shall be checked for proper operation. (Checking may be done by observation of associated equipment such as gates, ticket spitters, etc.)

1.25 Fee Computers

Daily: Maintain temperature of cashier booths below 85 degree F. so as not to overheat electronic fee computers.

Weekly: Clean air filters

Replace any defective air filters.

Monthly: All printers shall be cleaned and lubricated properly and adjusted.

Ribbons of proper type shall be changed as required.

All printer repairs shall be made by a qualified technician or the equipment manufacturer.

1.26 Intercom Systems

All intercom system repairs, such as lamp replacement, repair of defective units, or defective wiring, shall be made by a qualified technician or the equipment manufacturer.

If Contractor does not have qualified maintenance employees, preventive maintenance and service agreements shall be maintained with qualified contractors to perform all technical duties on above specified equipment.

1.27 Kiosk

Daily: Observe that kiosk for proper operation.

Weekly: Clean exterior of cabinet to maintain good appearance.

Contractor shall maintain the kiosk in accordance with the manufacturer's specifications and make or cause whatever repairs are necessary to keep the kiosk in satisfactory working conditions.

1.28 Maintenance

1.29 Daily Maintenance

Contractor's daily maintenance log must be available for inspection at any time.

1.29.1 Check all parking control equipment:

- Pull ticket to take ticket number, check printing quality, time and date.
- Check all gate arms.
- Check all access card readers.
- Check all traffic control lights.

1.29.2 Sweep all paved entrance and exit areas

1.29.3 Check and clean all major pedestrian flow areas.

1.29.4 Perform preventive maintenance and other tasks.

1.29.5 Sweep, dust mop and/or buff all stairwells and elevator lobbies each day. This includes emptying of trashcans as needed. Properly clean biohazards.

1.29.6 Clean all steps, light fixtures, mirrors, signs, walls, and floor drains. It should be noted stairwells may require more periodic cleaning, perhaps several times per day due to pedestrian traffic and/or weather conditions and biohazards.

1.29.7 The first cleaning shall be completed by 6:00 a.m., Monday through Friday.

1.29.8 As required, but at least once per week, stairs shall be scrubbed and/or mopped and cleaned using a biodegradable cleaner/degreaser.

1.29.9 Pick up trash and litter throughout garage and surrounding sidewalks.

1.29.10 Clean and sweep all elevators including sweeping out of door tracks. Remove graffiti as required.

1.30 Periodic Maintenance:

1.30.1 Use powered scrubber to clean all floors of parking area a minimum of two (2) times per year during the duration of this Contract, the first cleaning to occur not longer than 6 months into the Contract.

1.30.2 Use powered sweeper to clean all floors of parking area a minimum of monthly during the duration of this Contract.

1.30.3 Perform all other required or needed maintenance duties as time permits or at times other than listed as is practicable.

1.31 Equipment

1.32 Golf Carts

Contractor shall use a minimum of one (1) new gasoline powered golf carts per garage, in fully operational condition, on the premises at all times. (A total of 4)

Contractor shall provide all gasoline and OSHA and NFPA approved containers and storage cabinets for the gasoline. Each golf cart shall have a flashing warning light, amber in color. The strobe light shall be mounted on a pole or on the roof of each golf cart. The State of Louisiana recognizes the need to use golf carts to transport customers from time to time as well as providing quicker floor to floor access. In the event the cars are utilized to transport individuals parking in the garage, it shall be the Contractor's sole responsibility. The Contractor shall provide insurance for mobile equipment, including coverage for non-licensed motor vehicles.

1.33 Radio/Cellular

Contractor shall furnish operational communications between the Contractor and its staff.

1.34 Property of Contractor

Golf carts and radios shall remain property of the Contractor after termination of this Contract and any term of month-to-month extension thereof.

1.35 Utilities

The State shall pay for all reasonable utility costs including heat, electricity, gas, water, and sewer. Contractor shall pay for its telephone service.

Appendix B: Policies & Procedures Manual

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2.0 General Information

The Office of State Building (OSB), an agency within the Division of Administration (DOA), of the State of Louisiana will provide contract administration for the Capitol Park Parking Garages.

| Location | Parking Spaces |
|------------------|----------------|
| LaSalle Garage | 1,809 |
| Galvez Garage | 1,800 |
| Claiborne Garage | 1,245 |
| Welcome Center | 388 |

2.1 Parking Day to Day Operations

2.2 Operation Procedures

All parking personnel shall help contribute to the operation of a safe, friendly parking facility with the goal to move customers in and out quickly and in a courteous manner.

2.3 Parking Revenue

The Contractor shall collect, count and verify all receipts for the operation of the LaSalle Parking Garage, Galvez Parking Garage and Welcome Center Parking Garage, deposit them in a depository designated by the State.

2.4 Capitol Park Parking Garage

2.4.1 State Employees (with authorized OSB issued access badges) – No Charge (N/C)

2.4.2 A) “Validated” Tickets for Galvez – No Charge (N/C)

Note: each state agency to have assigned designees to provide appropriate validation.

B) YMCA Patrons (at LaSalle Garage) – No Charge for Parking for users of the YMCA up to a 2.5 hour limit. For over 2.5 hours, the patrons are to pay as a non-validated visitor.

2.5 Parking Rates - Hourly Rate for Non-Validated Visitors

| | |
|--------------|---------|
| 0-1 Hr | \$2.00 |
| 1-2 Hr | \$4.00 |
| 2-3 Hr | \$6.00 |
| 3-4 Hr | \$8.00 |
| 4-24 Hr | \$10.00 |
| All Day Rate | \$10.00 |

2.5.1 Special Event - \$5.00 – this fee is subject to the approval of the Office of State Buildings or designated proxy. There will also be events expected where the public will not be charged.

2.6 Free Parking for the following:

2.6.1 Disabled – Disabled American Veterans who have the proper identifying symbol or marking on the license plate of their vehicles, or a sticker permanently affixed to the front or rear window of their vehicle, will not be charged to park in the Capitol Park Parking Garages.

2.6.2 Baton Rouge City Police Department- Baton Rouge Police Department officers driving marked patrol cars shall not be charged for parking.

2.6.3 Department of Public Safety (DPS) – DPS officers driving marked patrol cars shall not be charged for parking.

2.6.4 Office of State Buildings (OSB) – OSB personnel driving marked service vehicles shall not be charged for parking.

2.6.5 Unmarked Police Units with driver's having proper Police ID

No Contractor staff members shall have the authority to validate any tickets for free parking without the approval of the Director or representative of the Office of State Buildings.

In a dispute with an individual who believes they are entitled to free parking, and if they refuse to pay, the contractor shall obtain the driver's license plate number along with the name and license number and turn it into the Department of Public Safety and the Office of State Buildings. This information is to be forwarded to the Office of State Buildings for resolution of the problem. The Division of Administration via the Office of State Buildings may request, in special circumstances, that spaces may be reserved and roped off for special meetings or events groups.

2.7 Towing

The Parking Contractor is required to receive written approval from Office of State Buildings before towing any vehicle.

2.8 Incident Reports

Each Monday before noon incident reports from the previous week is to be delivered to the Office of State Buildings, and also to DPS. If a serious incident occurs, notify the Depart of Public Safety (DPS) immediately either in person at their Operations office or by phone.

2.9 Uniforms

Attendants shall at all times, be dressed in uniforms which are distinctive in appearance, neat, clean, and include nametags identifying the employee. The Office of State Buildings shall have final approval of uniform style. All personnel shall be clean-shaven with neat appearance (shirt tucked in, appropriate pants and shoes) and provide friendly service to customers.

2.10 Drug Policy

All Contractor personnel recognize the State of Louisiana as a “drug free” work place. The sale, use, or possession of alcohol, drugs, or mind-altering chemicals is strictly prohibited. All personnel are subject to random, suspicion, or related testing.

2.11 EMERGENCY PROCEDURES

GENERAL GUIDELINES

Proper procedures are to be taken during the following described emergencies: Fire, bomb, first aid, security, evaluation, and flood. Policies and procedures will be provided to the successful proposer for the various emergencies, and the State of Louisiana will coordinate with the successful proposer in implementing existing procedures of value to the State.

Exhibit A: Site Map & Floor Plans

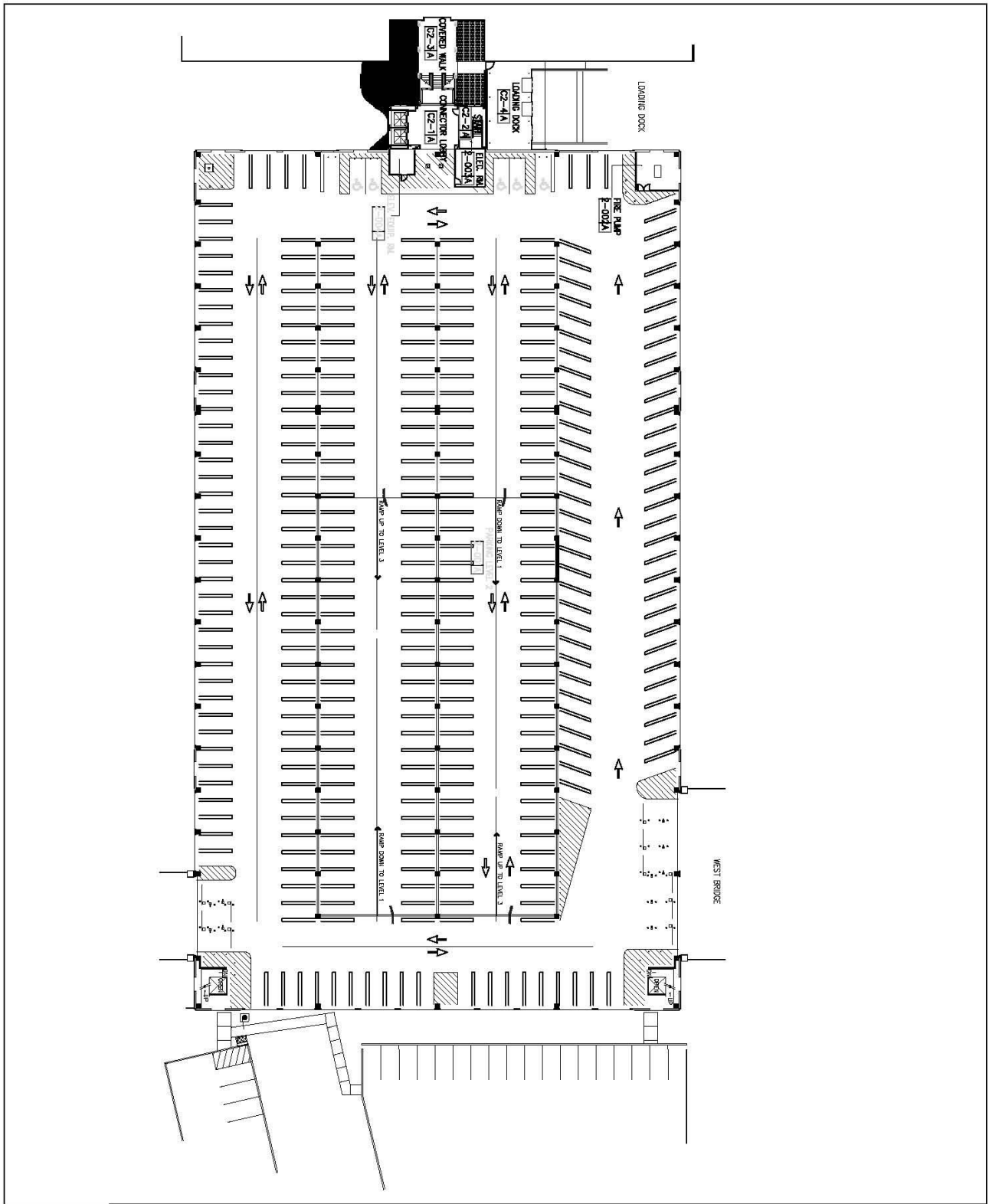
CLAIBORNE PARKING GARAGE

GALVEZ PARKING GARAGE

LASALLE PARKING GARAGE

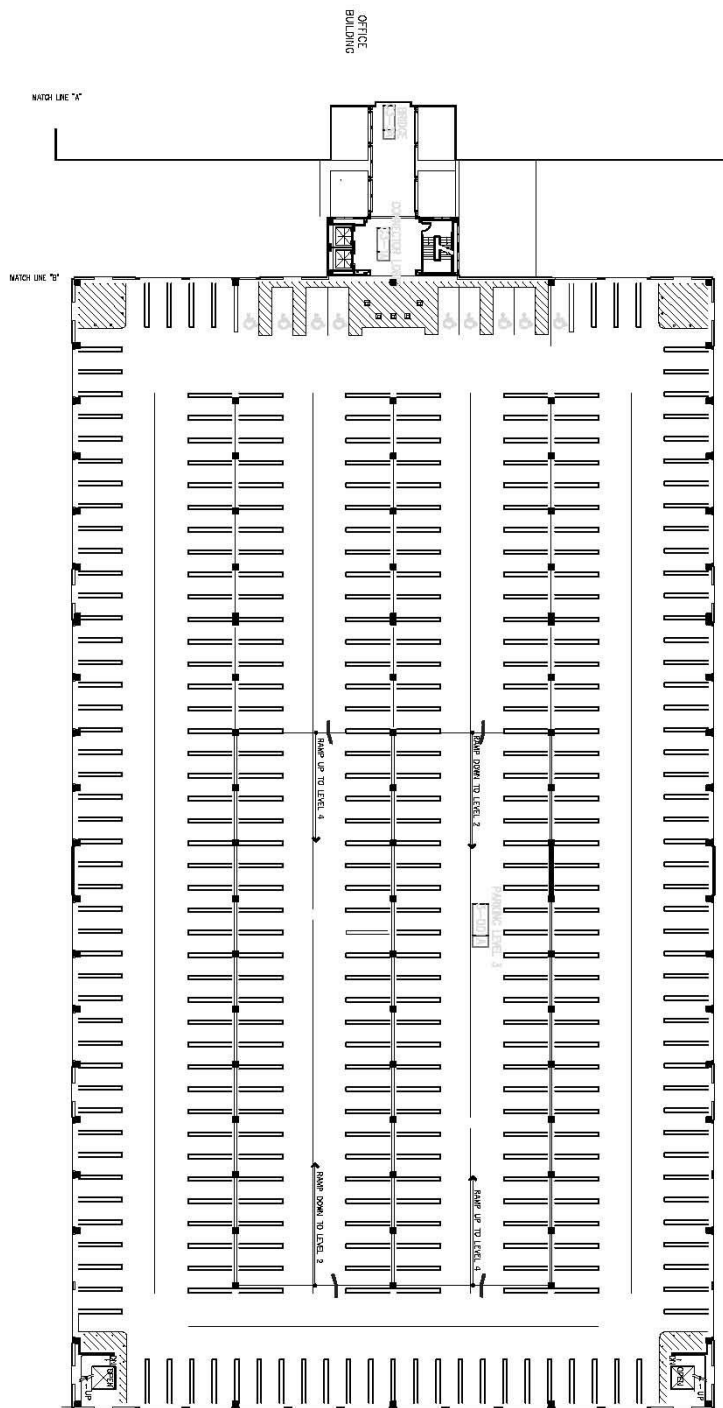
WELCOME CENTER PARKING GARAGE

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(225) 219-4800



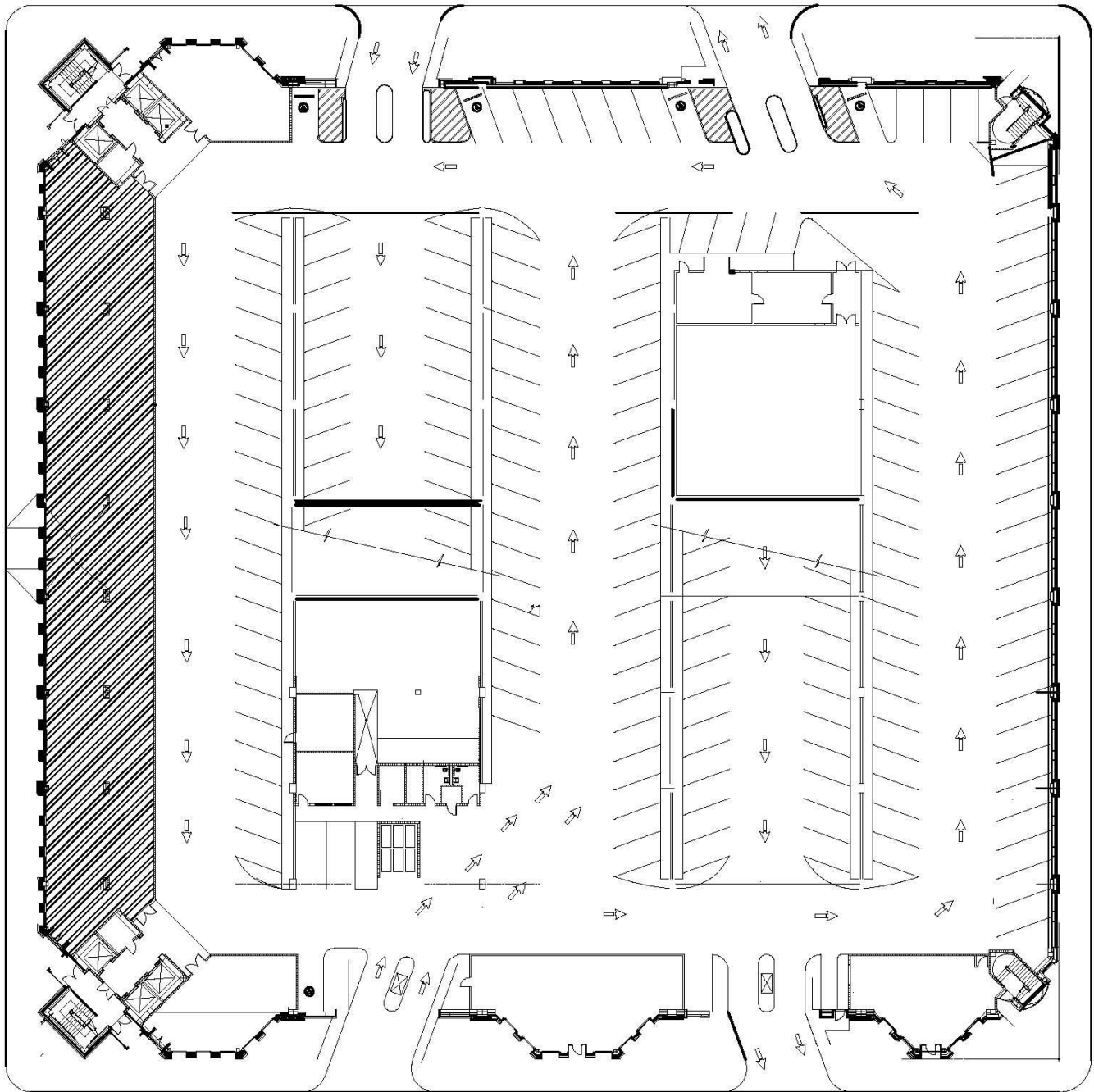
CLAIBORNE GARAGE
FLOOR 2 OF 4

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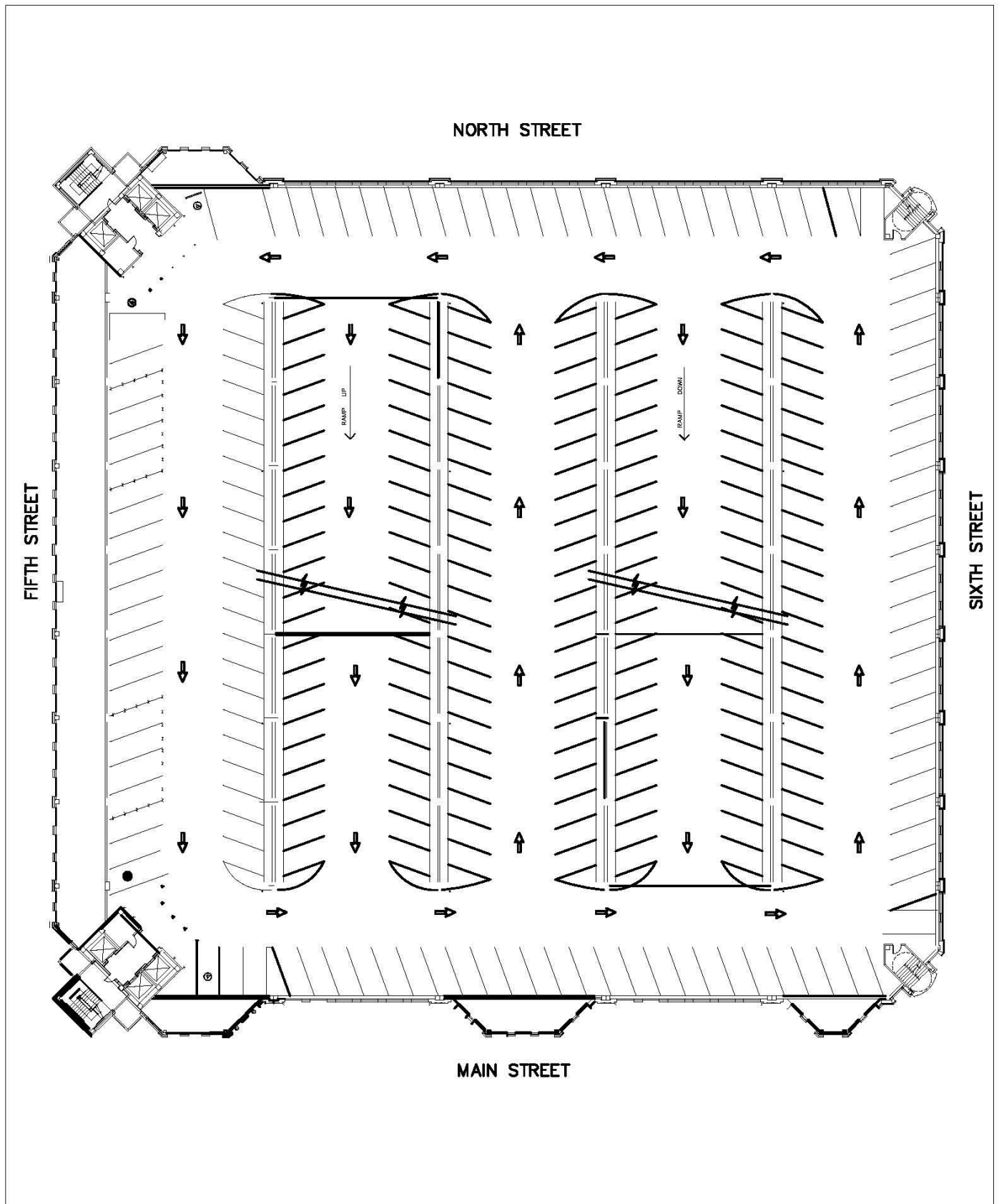
CLAIBORNE GARAGE
FLOOR 3 OF 4

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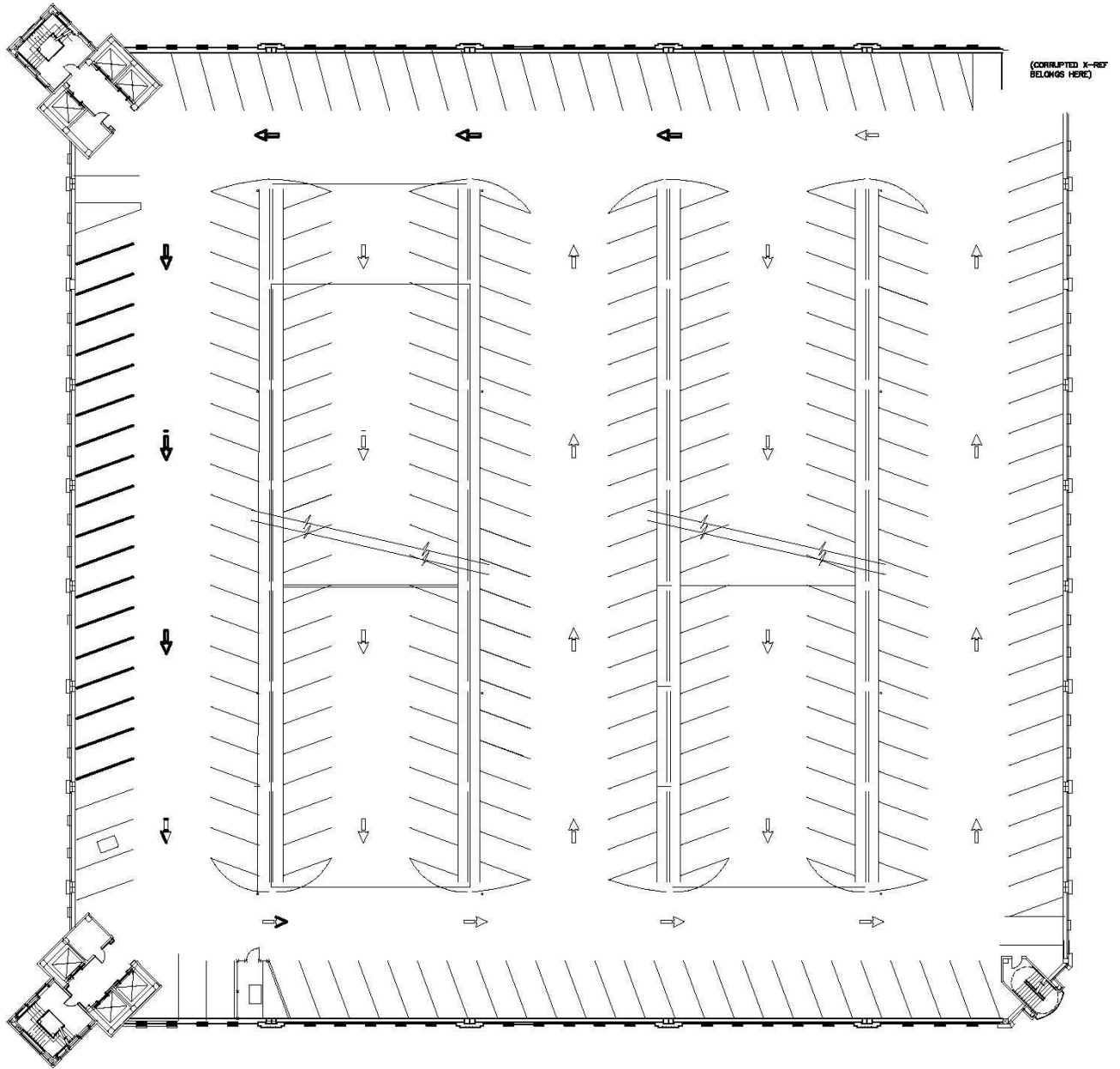
GALVEZ GARAGE
FLOOR 1 OF 7

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(225) 219-4800



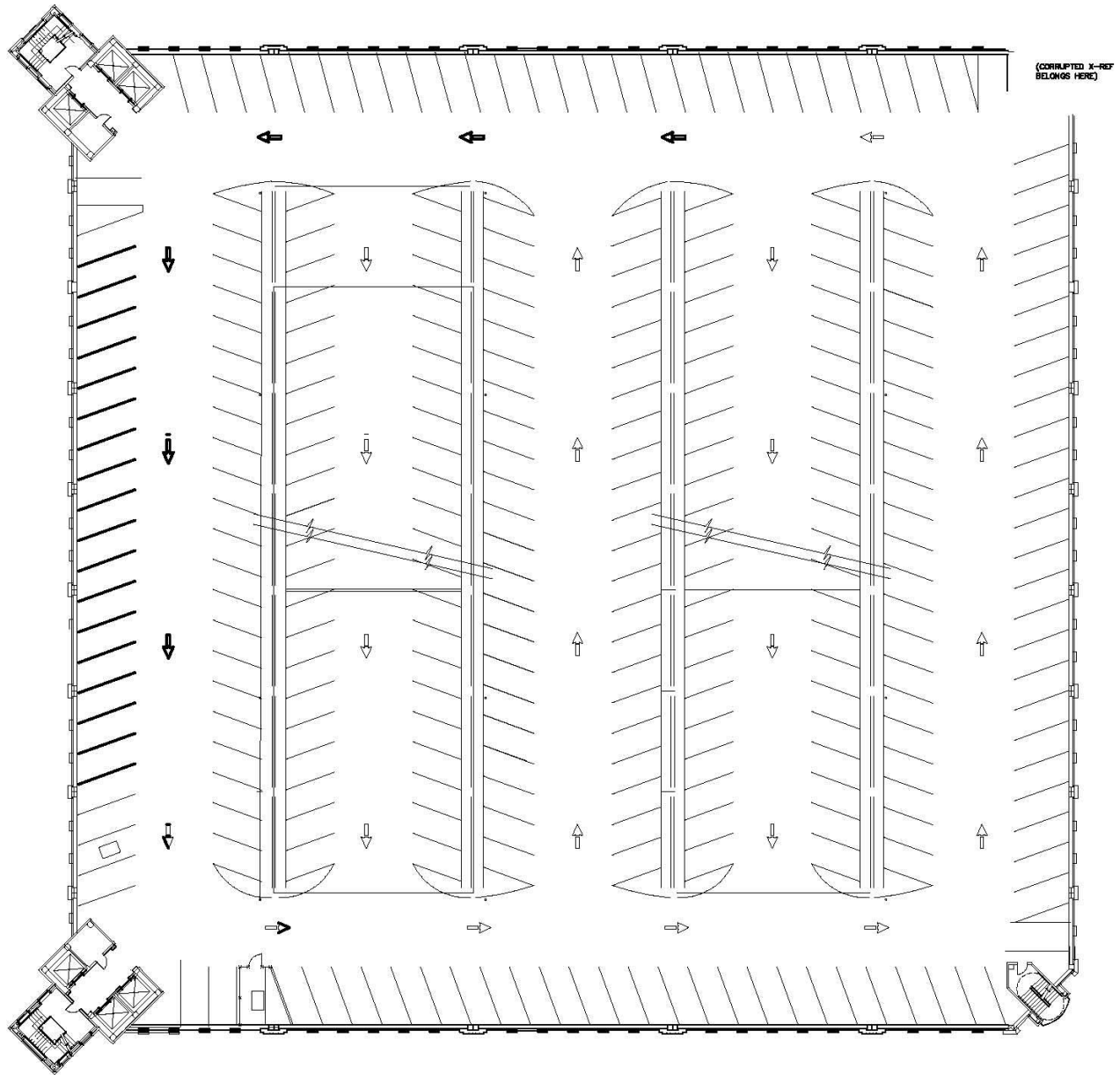
GALVEZ GARAGE
FLOOR 2 OF 7

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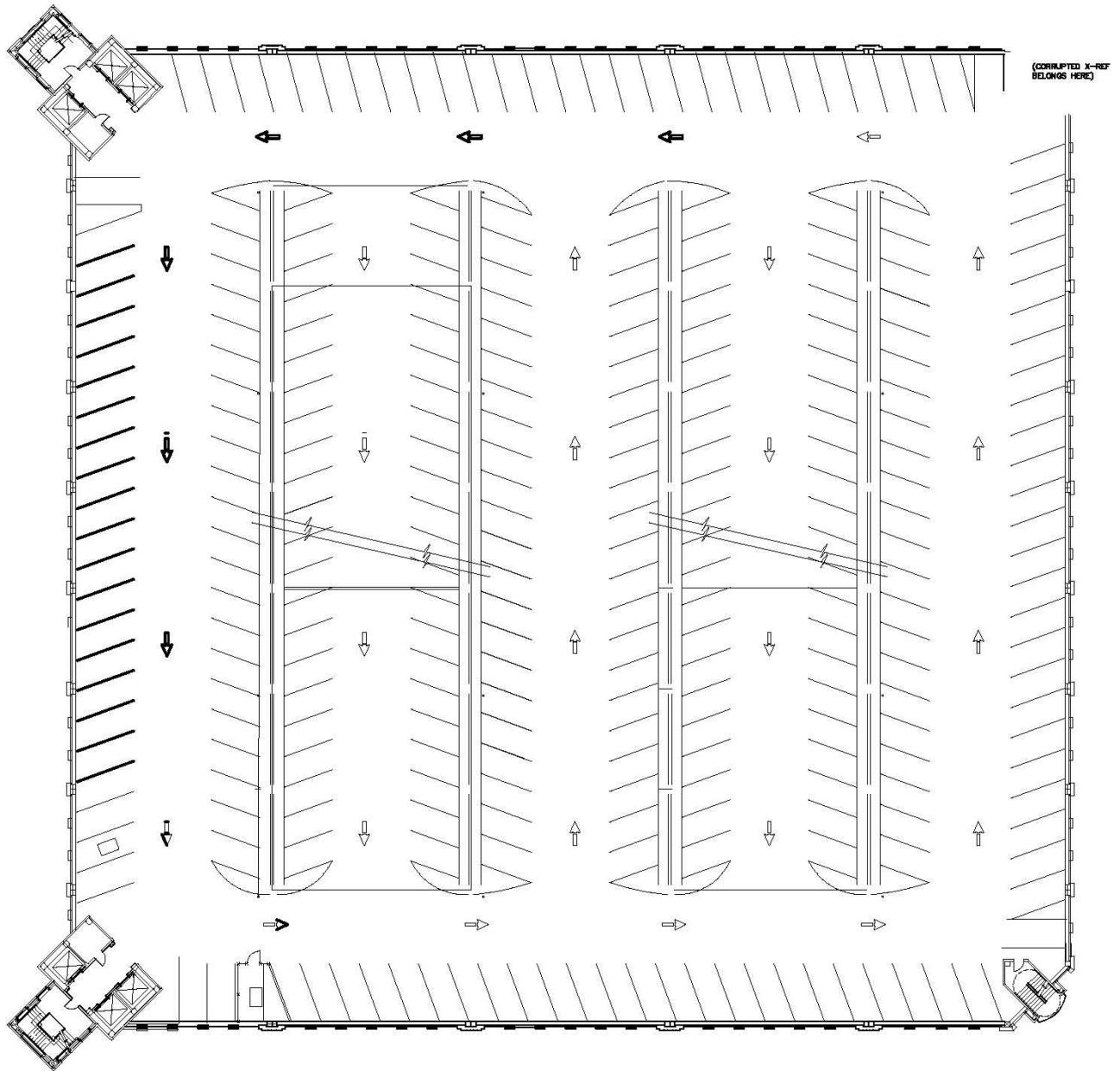
GALVEZ GARAGE
FLOORS 3 OF 7

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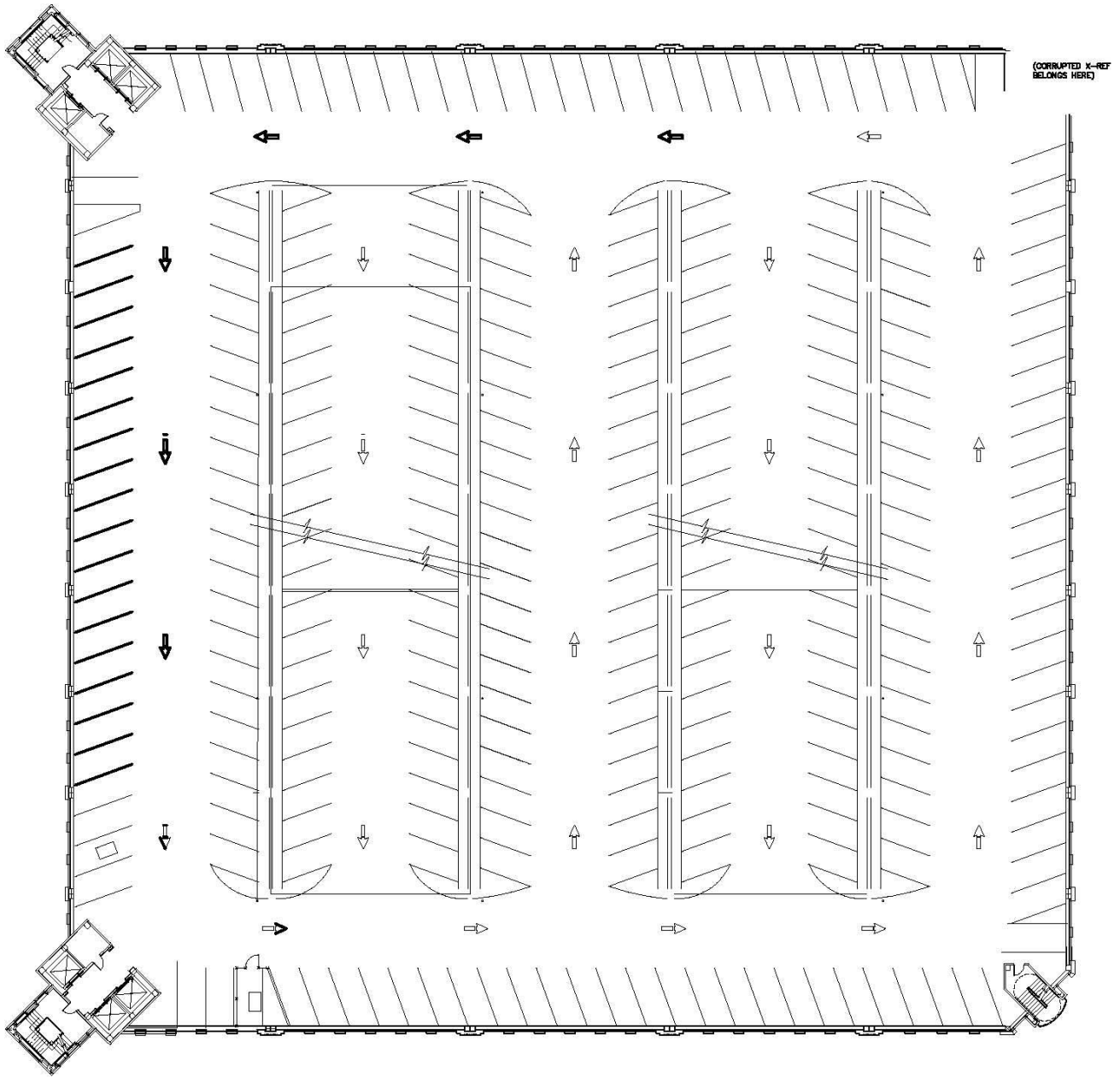
GALVEZ GARAGE
FLOORS 4 OF 7

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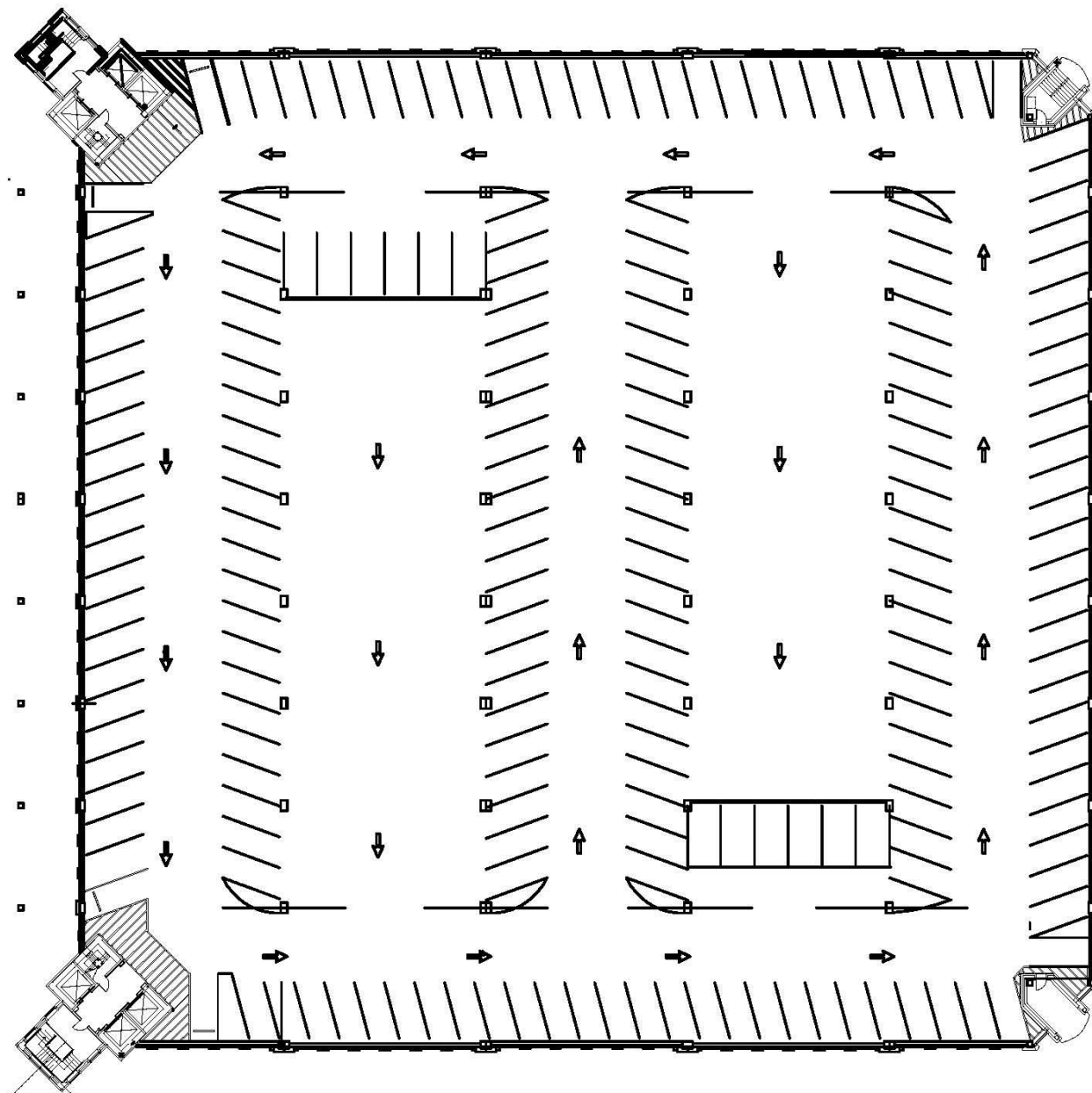
GALVEZ GARAGE
FLOORS 5 OF 7

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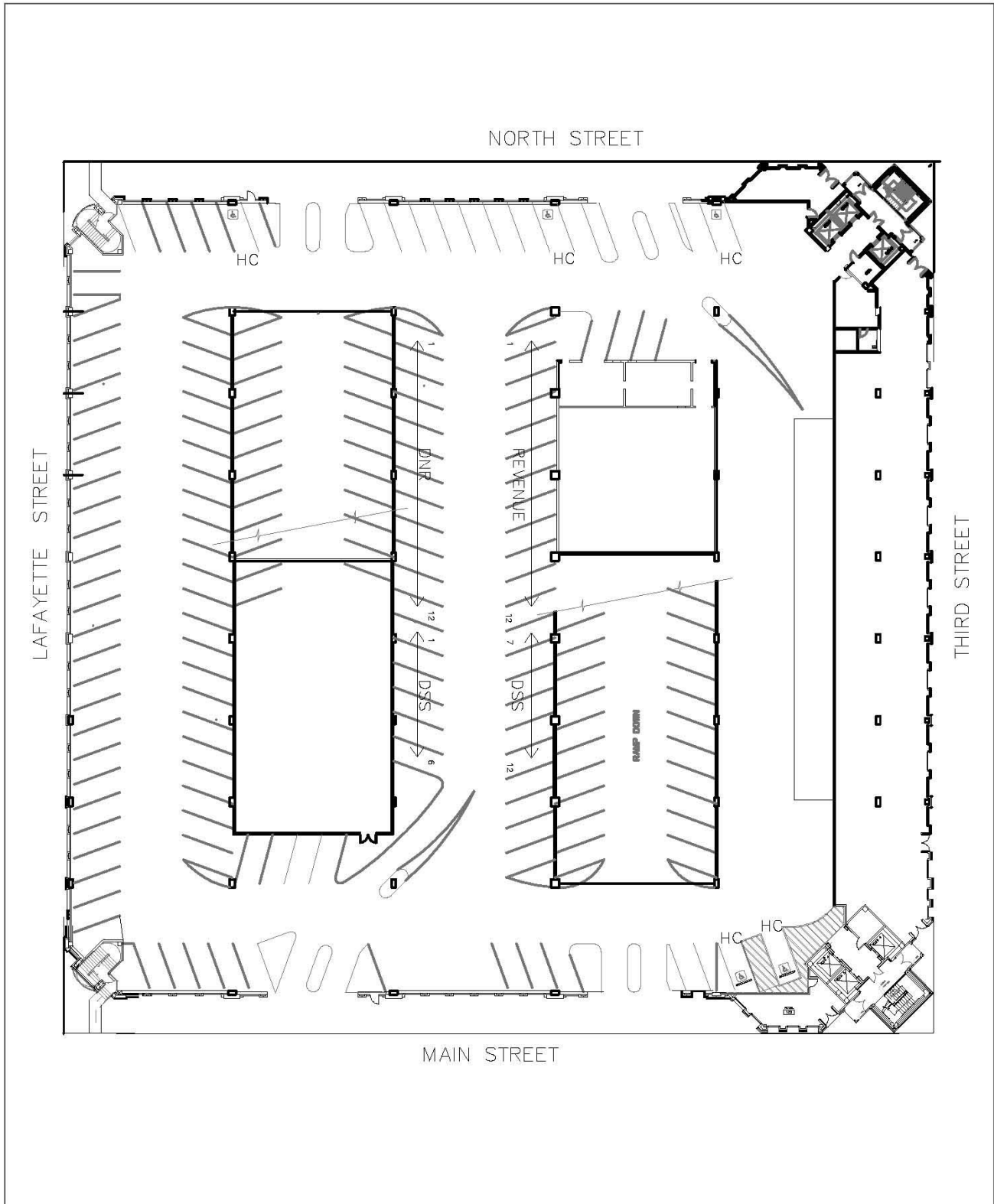
GALVEZ GARAGE
FLOORS 6 OF 7

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GALVEZ GARAGE
FLOOR 7 OF 7

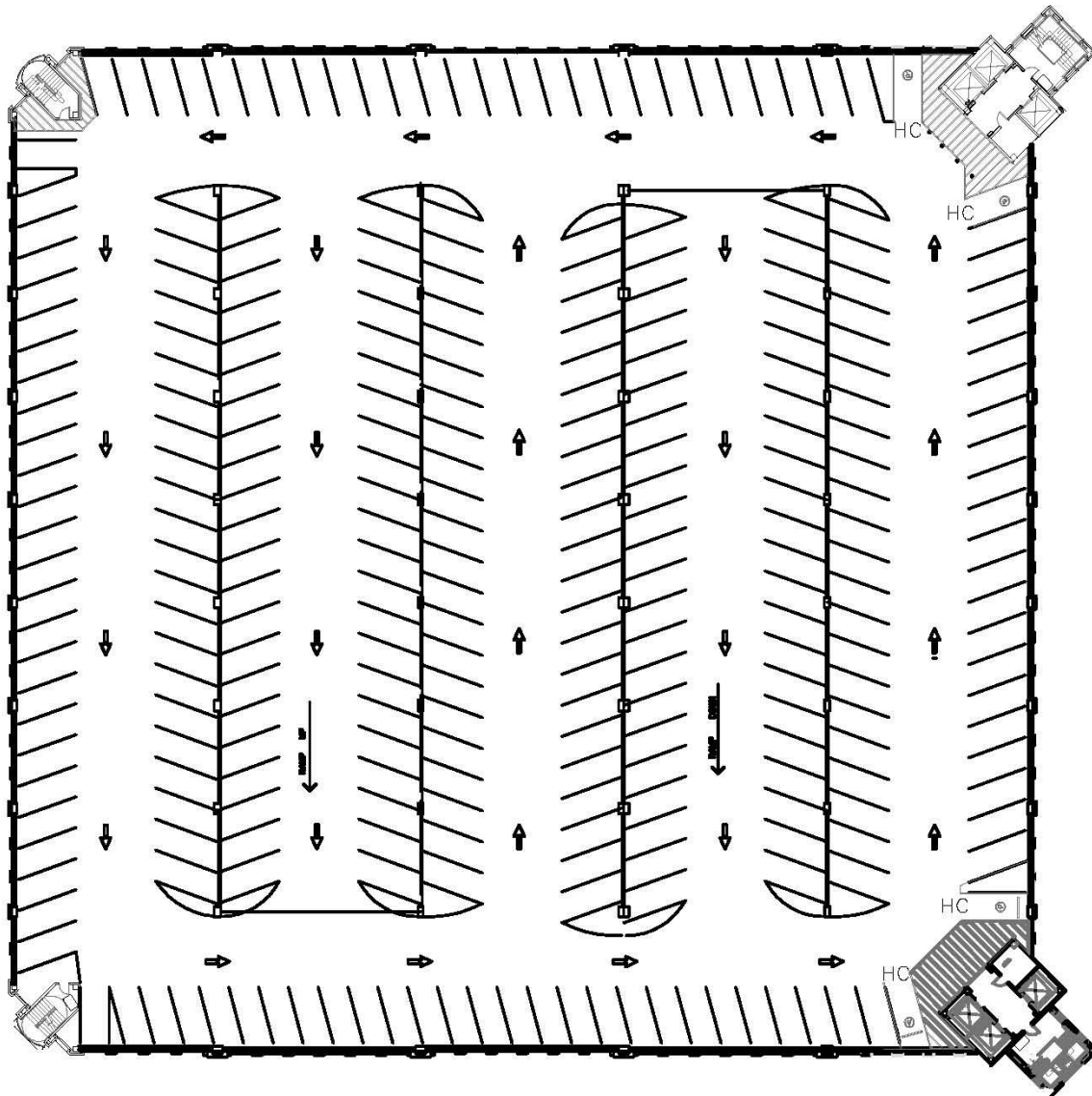
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1629 North Third St.
Baton Rouge, LA 70804-0001
(225) 218-6880



LaSalle Garage
FLOOR 1 OF 7

8/7/2006

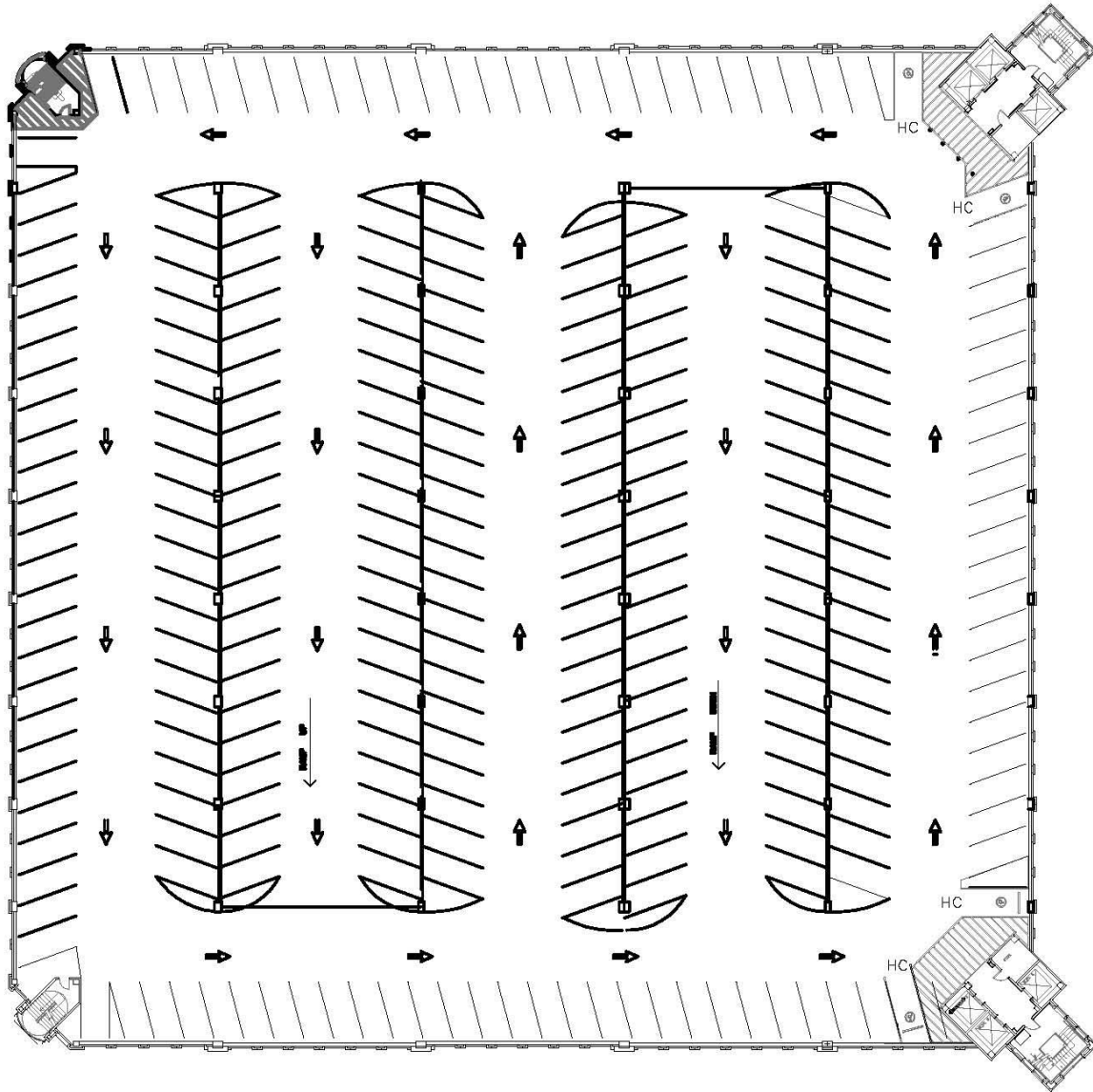
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(225) 219-4800



LaSalle Garage
FLOOR 2 OF 7

8/7/2006

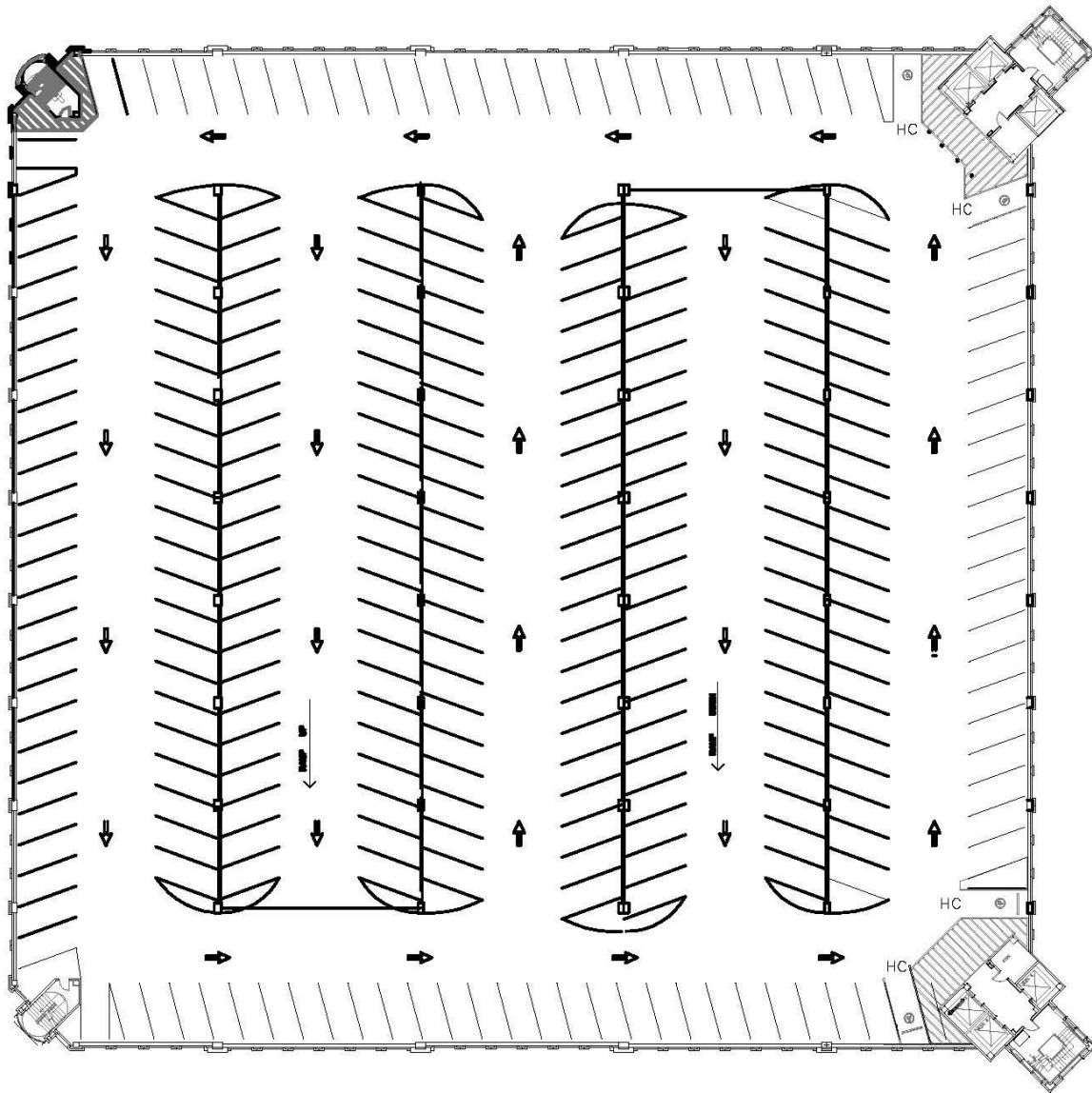
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Baton Rouge, LA 70804-4001
(225) 219-4800



LaSalle Garage
FLOOR 3 OF 7

8/7/2006

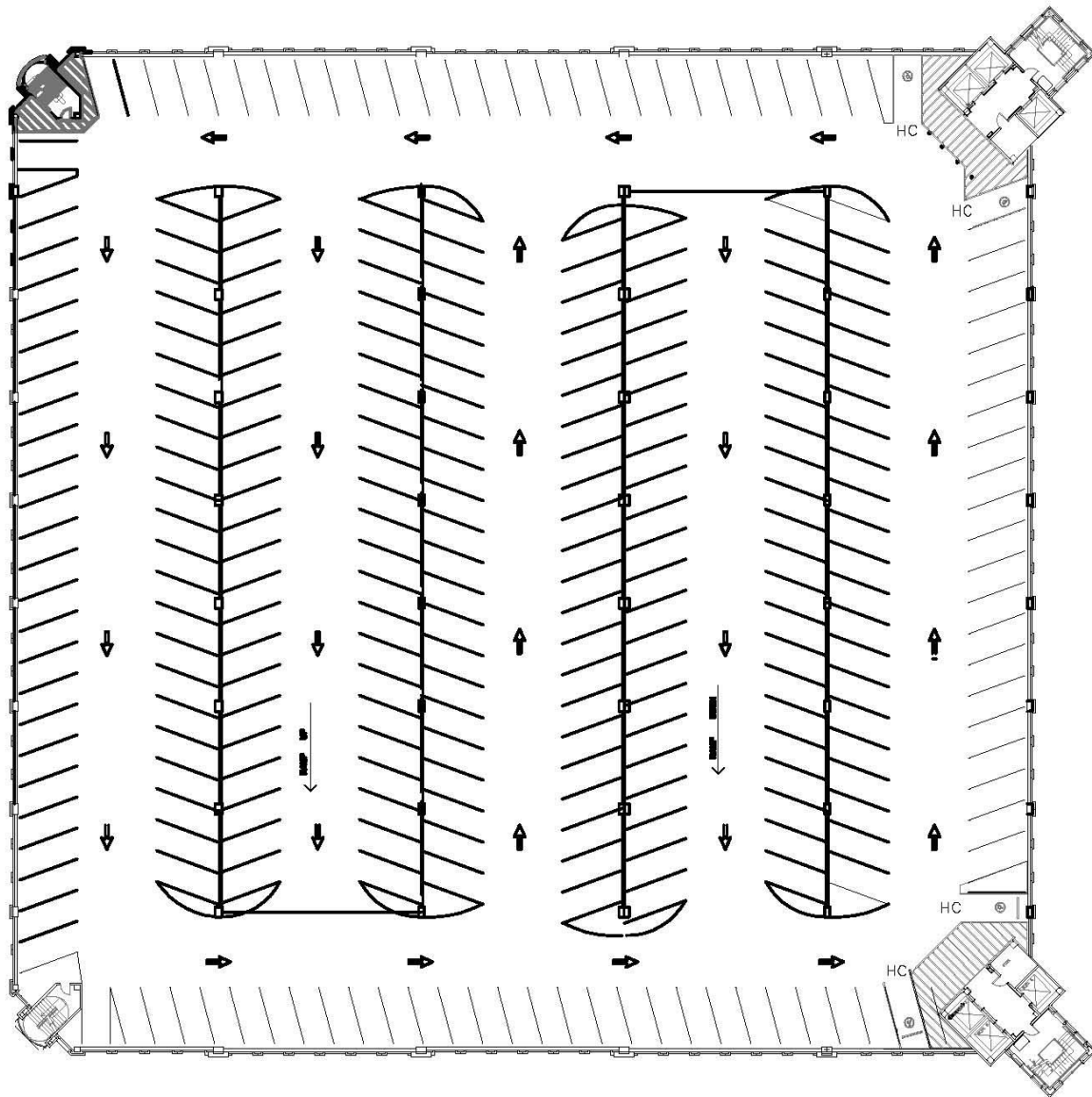
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LaSalle Garage
FLOOR 4 OF 7

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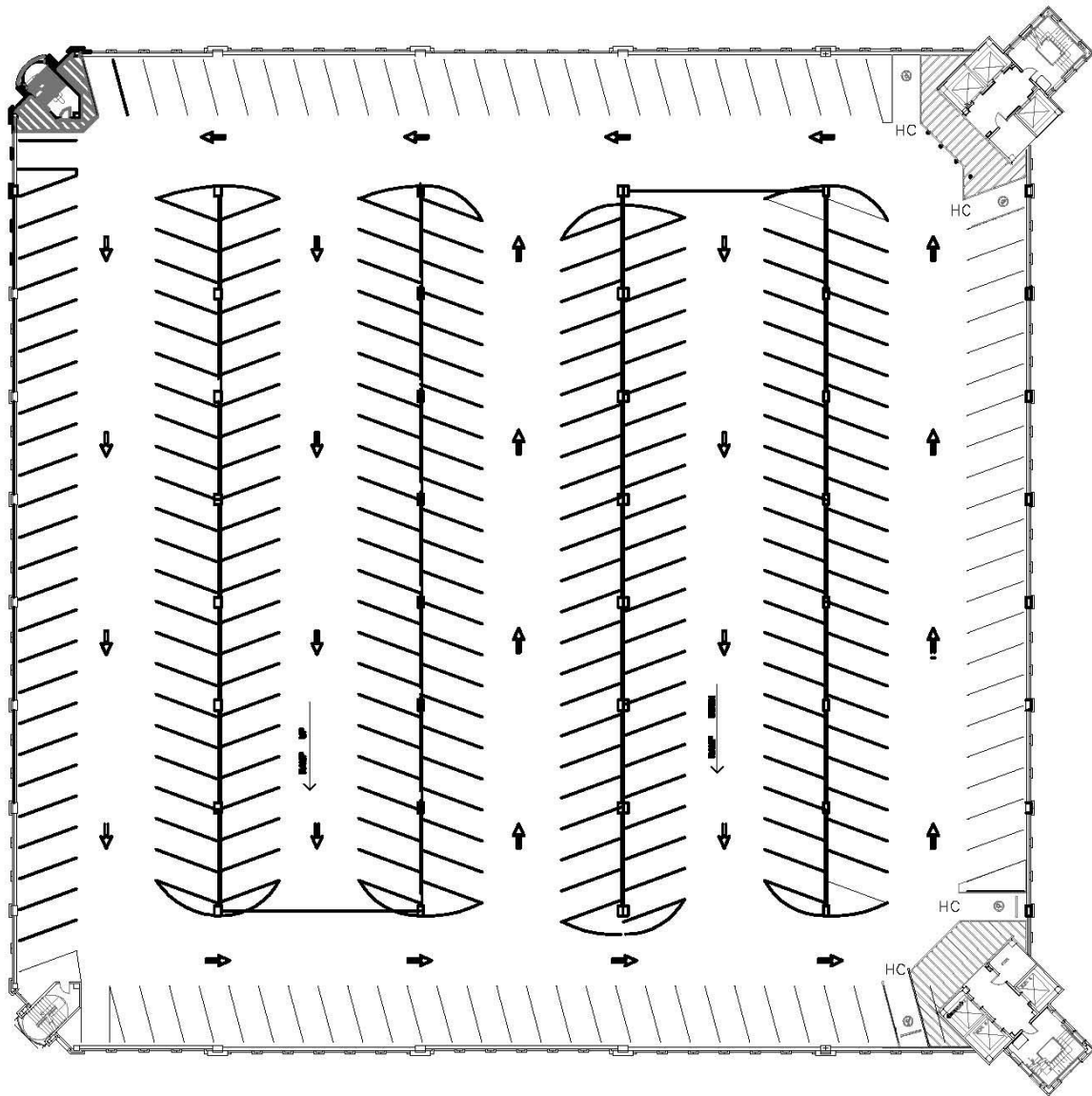
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LaSalle Garage
FLOOR 5 OF 7

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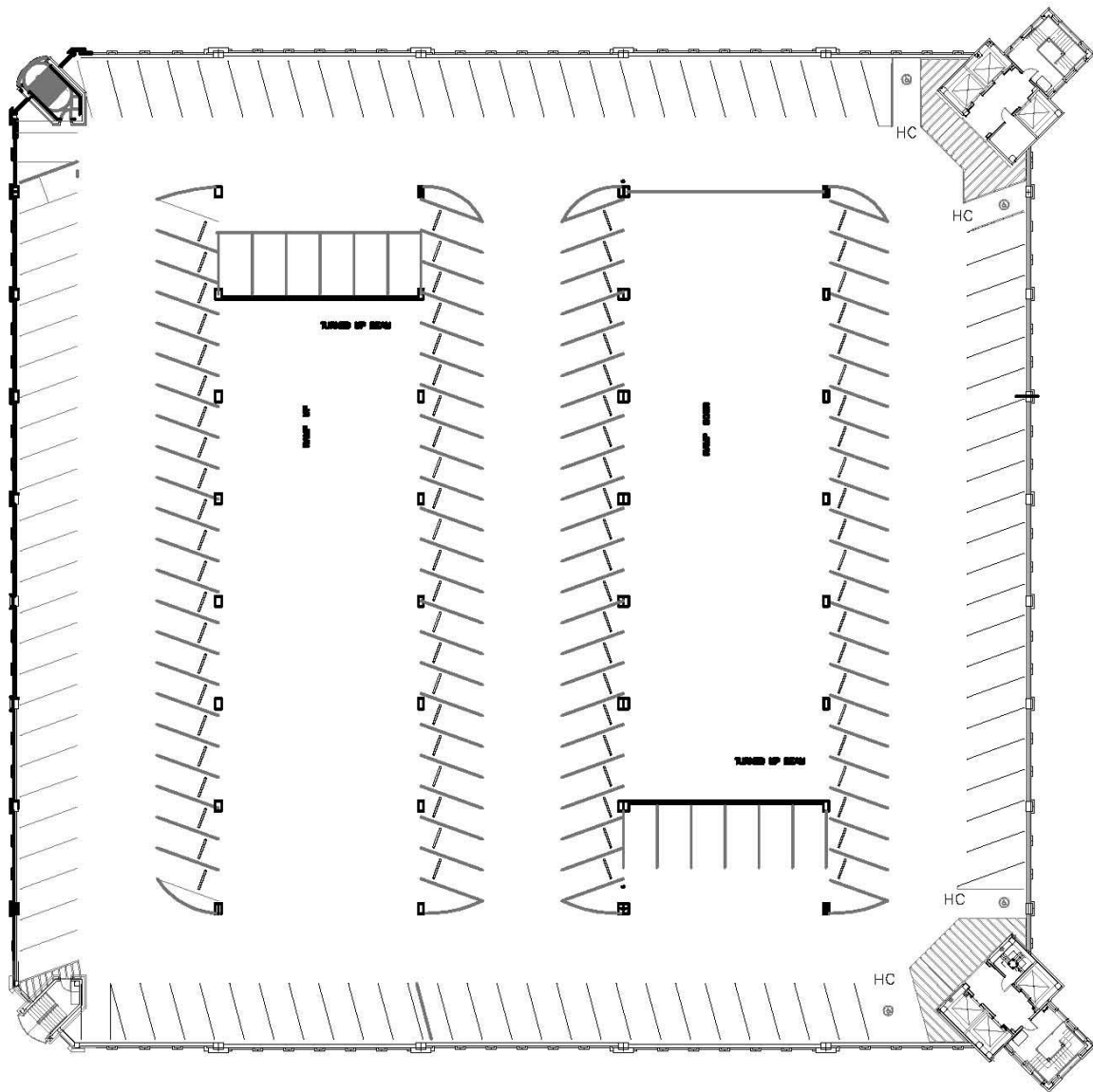
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FLOOR 6 OF 7

8/7/2006

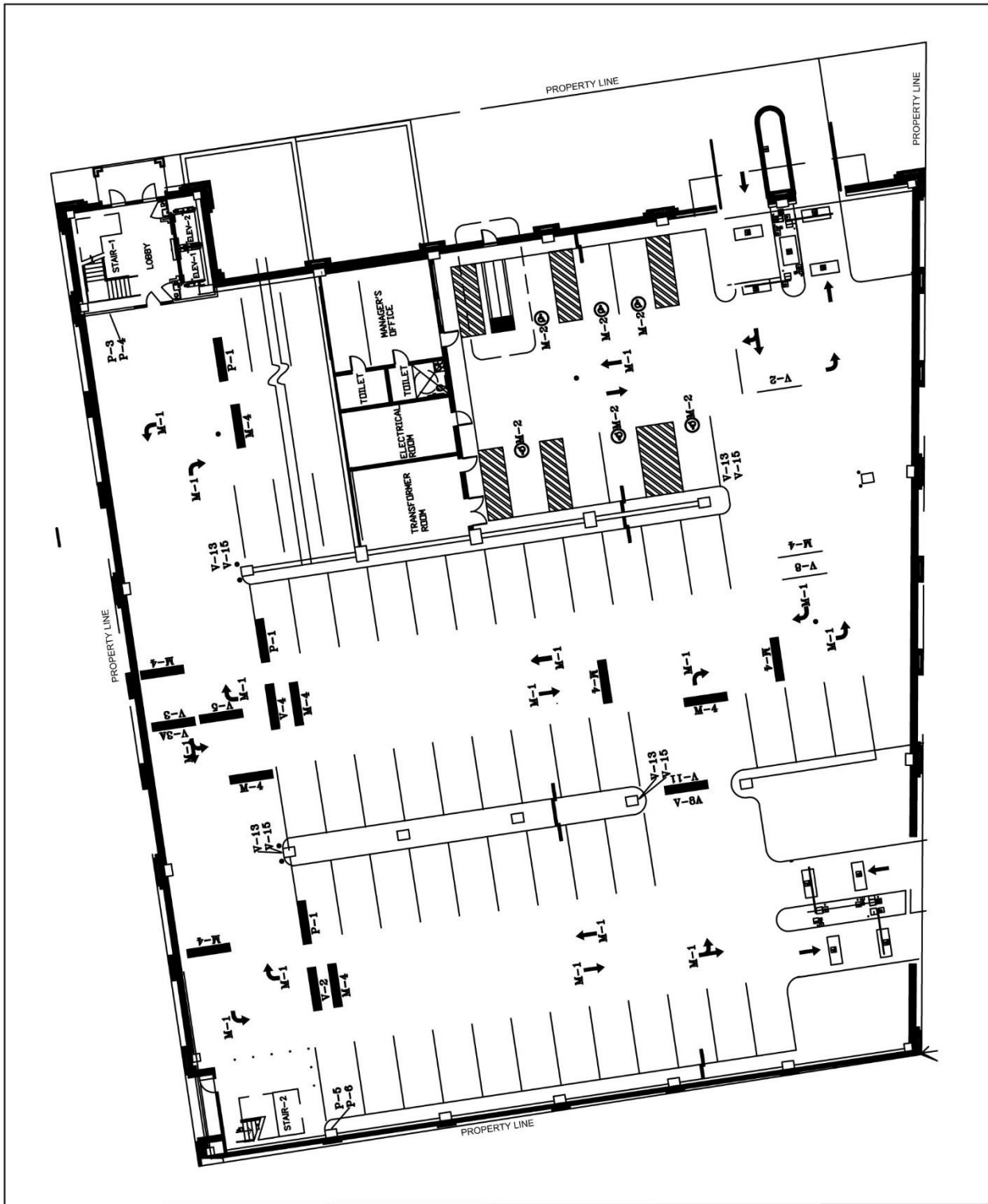
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LaSalle Garage
FLOOR 7 OF 7

8/7/2006

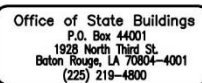
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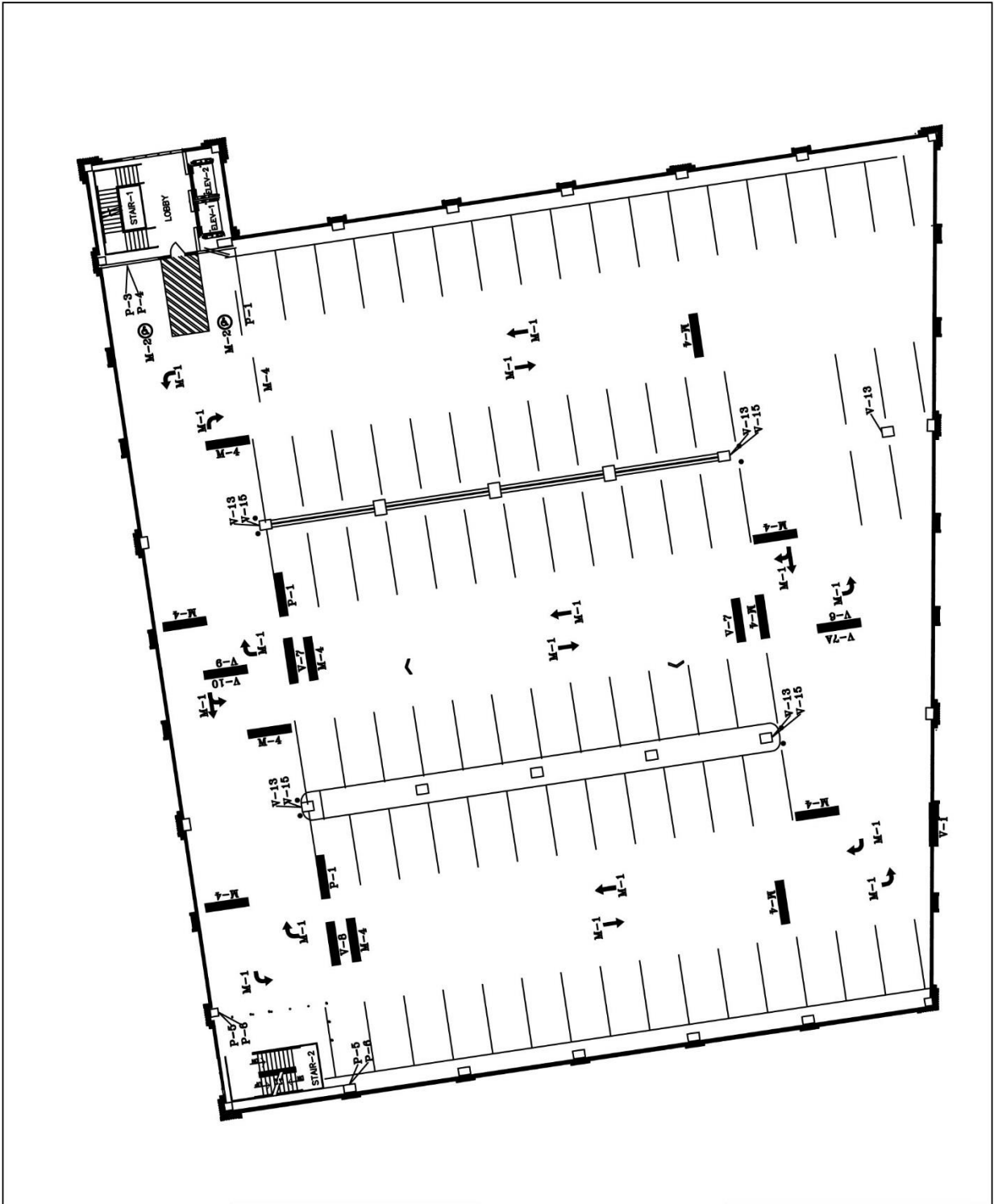


Welcome Center Garage
Floor 1 of 5

8/7/2008

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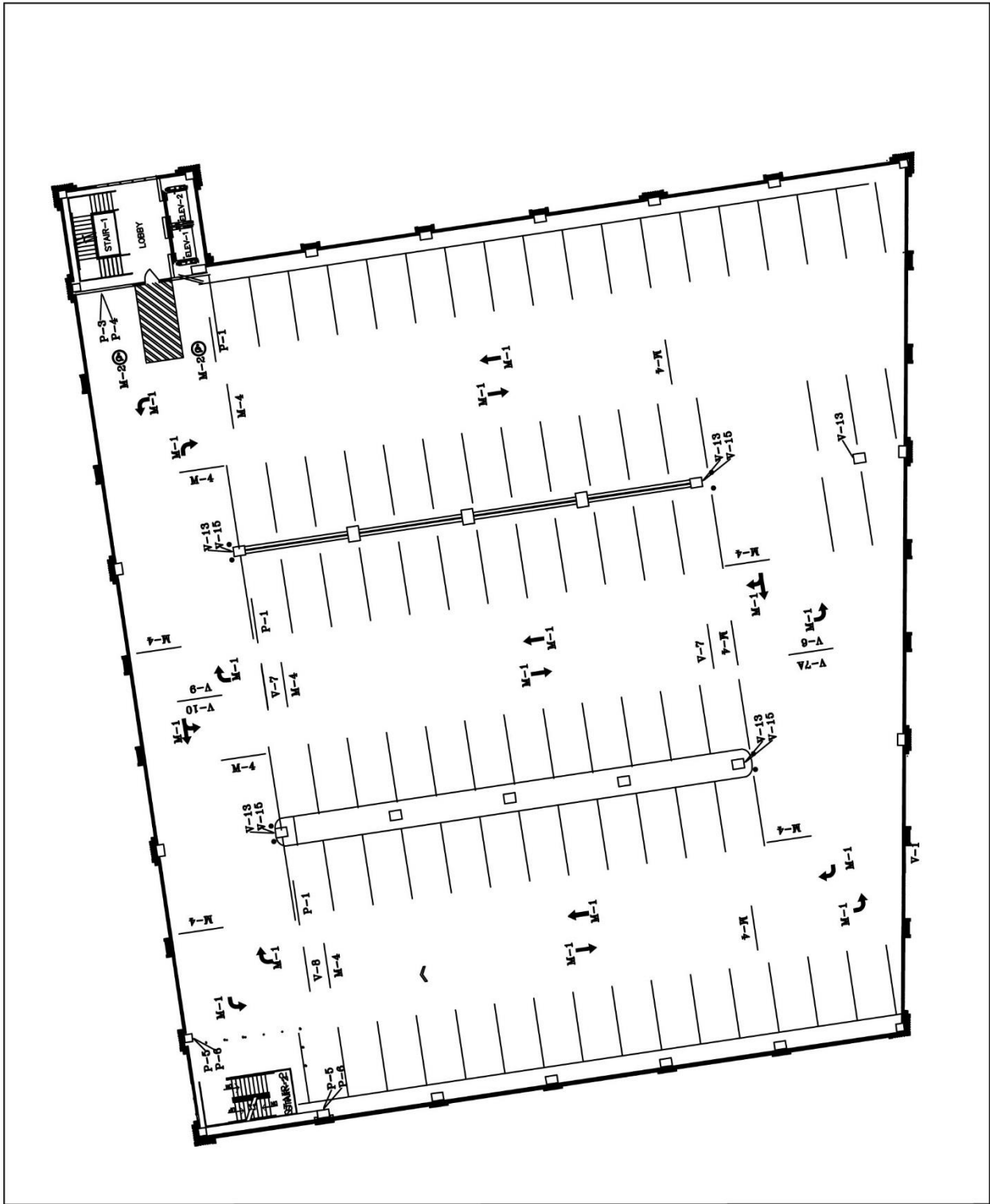




Welcome Center Garage
Floor 3 of 5

10/14/2008

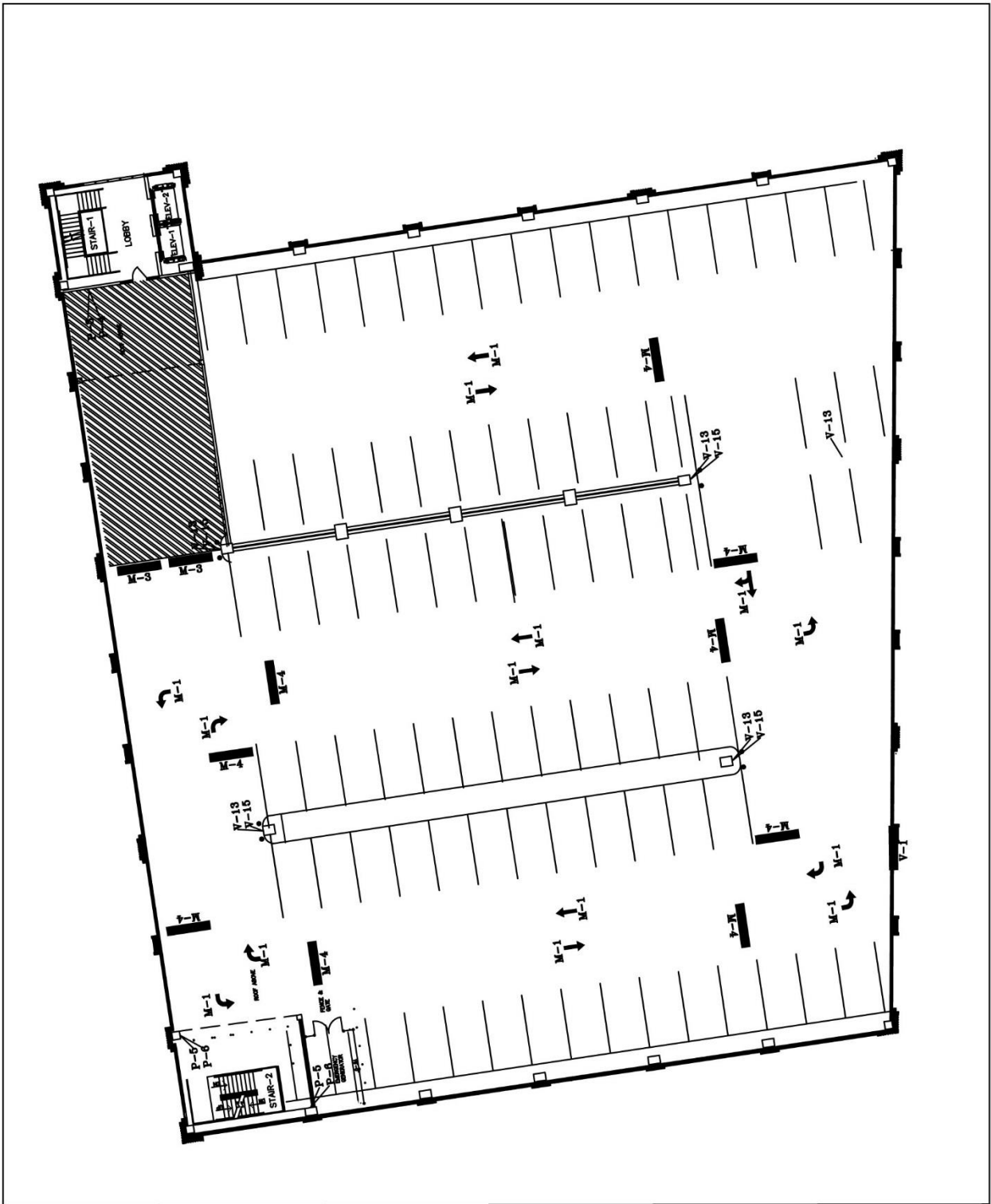
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Welcome Center Garage
Floor 4 of 5

10/14/2008

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Welcome Center Garage
Floor 5 of 5

10/14/2008

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Exhibit B: Compensation to Contract / Contract Term

The Contractor agrees to operate the Capitol Park Parking Facilities for the following annual management fee. (Proposer to include this completed page as part of final proposal.)

NAME OF PARKING MANAGEMENT COMPANY:

| Parking Garages | Base Annual Fee | Special Event Fee | Special Services / Hourly Rate |
|--------------------------------------------------------------------------------------------|-----------------|-------------------|--------------------------------|
| A) LaSalle Parking Garage (Contract to begin on July 1, 2022 thru June 30, 2025) | \$ | \$ | \$ / hour |
| Renewable Option Year 1 July 1, 2025 thru June 30, 2026 | \$ | \$ | \$ / hour |
| Renewable Option Year 2 July 1, 2026 thru June 30, 2027 | \$ | \$ | \$ / hour |

| Parking Garages | Base Annual Fee | Special Event Fee | Special Services / Hourly Rate |
|-------------------------------------------------------------------------------------------|-----------------|-------------------|--------------------------------|
| A) Galvez Parking Garage (Contract to begin on July 1, 2022 thru June 30, 2025) | \$ | \$ | \$ / hour |
| Renewable Option Year 1 July 1, 2025 thru June 30, 2026 | \$ | \$ | \$ / hour |
| Renewable Option Year 2 July 1, 2026 thru June 30, 2027 | \$ | \$ | \$ / hour |

| Parking Garages | Base Annual Fee | Special Event Fee | Special Services / Hourly Rate |
|----------------------------------------------------------------------------------------------|-----------------|-------------------|--------------------------------|
| A) Claiborne Parking Garage (Contract to begin on July 1, 2022 thru June 30, 2025) | \$ | \$ | \$ / hour |
| Renewable Option Year 1 July 1, 2025 thru June 30, 2026 | \$ | \$ | \$ / hour |
| Renewable Option Year 2 July 1, 2026 thru June 30, 2027 | \$ | \$ | \$ / hour |

| Parking Garages | Base Annual Fee | Special Event Fee | Special Services / Hourly Rate |
|---------------------------------------------------------------------------------------------------|-----------------|-------------------|--------------------------------|
| A) Welcome Center Parking Garage (Contract to begin on July 1, 2022 thru June 30, 2025) | \$ | \$ | \$ / hour |
| Renewable Option Year 1 July 1, 2025 thru June 30, 2026 | \$ | \$ | \$ / hour |
| Renewable Option Year 2 July 1, 2026 thru June 30, 2027 | \$ | \$ | \$ / hour |

Exhibit C: Electronic Vendor Payment Solution

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and Contractor, the State intends to make all payments to Contractors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Vendor Payment solution (EVP) or Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or EVP or have not already enrolled in EFT, you will be asked to comply with this request by choosing one the following three options. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Purchasing on request.

EVP method converts check payments to a Visa credit card thereby streamlining payments to your organization. Participants receive a credit card account number with unique security features. This card will have \$0 available funds until an invoice is approved for payment. As payments are approved, electronic remittance notifications are sent via email along with approval to charge the card for that amount. EVP requires no change to current invoice procedures; it is secure, and does not require your bank information.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at <https://www.doa.la.gov/doa/osrap/vendor-information/>

If an award is made to your company, please check

Accept Already Enrolled

which option you will accept or indicate if you are already enrolled.

| | <u>Payment Type</u> | <u>Will</u> |
|---------|---------------------|-------------|
| LaCarte | _____ | _____ |
| EVP | _____ | _____ |
| EFT | _____ | _____ |

Printed Name of Individual Authorized

Authorized Signature for payment type chosen

Date

Email address and phone number of authorized individual

Attachment A.1: Sample Generic Contract (OFC)

OFC OF LOUISIANA

CONTRACT FOR PROFESSIONAL SERVICES

Be it known, that on this 1st day of _____, the *Office of Facilities Corporation* (hereinafter sometimes referred to as "OFC") and _____, _____ (Address) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

Scope of Services

Contractor hereby agrees to furnish the following services:

Parking Management Services
LaSalle, Galvez, and Claiborne Parking Garages
Baton Rouge, Louisiana
OFC ID No.S12798, S13103, S13442, S14179
Site Code: 2-17-025, S-17-025, S-17-025, S-17-107

As per the request for proposal dated _____, which is attached hereto and made a part thereof.

Payment Terms

In consideration of the services described above, OFC hereby agrees to pay the Contractor a maximum fee of \$_____.

Initial Year (2022-2023) - \$_____, \$_____ per month
Year 2 (2023-2024) - \$_____, \$_____ per month
Year 3 Optional (2024-2025) - \$_____, \$_____ per month
Year 4 Optional (2025-2026) - \$_____, \$_____ per month
Year 5 Optional (2026-2027) - \$_____, \$_____ per month

In addition to the monthly fees other events will be charged accordingly: Additional Compensation for Special Services (up to 3 events per year per facility) are at the rate of \$__ a day = \$__ per year or \$_____ per contract period for each facility. Special Services/Hourly Rate will be paid at a rate of \$_____ per hour for additional staff. Payment will be made only on approval of the Office Facilities Corporation (OFC).

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number _____.

Termination for Cause

The OFC may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the OFC shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty

(30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the OFC may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the OFC to comply with the terms and conditions of this contract; provided that the Contractor shall give the OFC written notice specifying the OFC's failure and a reasonable opportunity for the OFC to cure the defect.

Termination for Convenience

The OFC may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by OFC shall remain the property of OFC, and shall be returned by Contractor to OFC, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of OFC, and shall, upon request, be returned by Contractor to OFC, at Contractor's expense, at termination or expiration of this contract.

Nonassignability

No contractor shall assign any interest in this contract by assignment, transfer, or notation, without prior written consent of the OFC. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the OFC.

Auditors

It is hereby agreed that the Legislative Auditor of the OFC of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

Term of Contract

This contract shall begin on *July 1, 2017* and shall terminate on *June 30, 2022*.

Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the

beginning of the first fiscal year for which funds are not appropriated.

Discrimination Clause

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of _____, 2017.

WITNESSES SIGNATURES:

OFC AGENCY SIGNATURE:

By: _____

Title: President, Office of Facilities Corporation

WITNESSES SIGNATURES:

CONTRACTOR SIGNATURE:

By: _____

Title: _____

Attachment A.2: Sample Generic Contract (DOA)

STATE OF LOUISIANA

CONTRACT FOR PROFESSIONAL SERVICES

Be it known, that on this 1st day of _____, the *Division of Administration (DOA)* (hereinafter sometimes referred to as "State") and _____, _____ (*Address*) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

Scope of Services

Contractor hereby agrees to furnish the following services:

Parking Management Services
Welcome Center Parking Garage
Baton Rouge, Louisiana
State ID No. 15454
Site Code: 2-17-025

As per the request for proposal dated _____, which is attached hereto and made a part thereof.

Payment Terms

In consideration of the services described above, DOA hereby agrees to pay the Contractor a maximum fee of \$_____.

Initial Year (2022-2023) - \$_____, \$_____ per month
Year 2 (2023-2024) - \$_____, \$_____ per month
Year 3 Optional (2024-2025) - \$_____, \$_____ per month
Year 4 Optional (2025-2026) - \$_____, \$_____ per month
Year 5 Optional (2026-2027) - \$_____, \$_____ per month

In addition to the monthly fees other events will be charged accordingly: Additional Compensation for Special Services (up to 3 events per year per facility) are at the rate of \$__ a day = \$__ per year or \$_____ per contract period for each facility. Special Services/Hourly Rate will be paid at a rate of \$__ per hour for additional staff. Payment will be made only on approval of the Commissioner of Administration or his/her designee.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be contractor's obligation and identified under Federal tax identification number _____.

Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty

(30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

Termination for Convenience

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

Nonassignability

No contractor shall assign any interest in this contract by assignment, transfer, or notation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

Term of Contract

This contract shall begin on July 1, 2017 and shall terminate on *June 30, 2022*.

Fiscal Funding

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Discrimination Clause

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of _____, 2017.

WITNESSES SIGNATURES:

STATE AGENCY SIGNATURE:

By: _____

Title: Commissioner of Administration

WITNESSES SIGNATURES:

CONTRACTOR SIGNATURE:

By: _____

Title: _____

Attachment B: Insurance Requirements for Contractors

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized

by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.